



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

April 28 , 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**HIV/AIDS MASTER GRANT AGREEMENT WITH THE CALIFORNIA HEALTH
AND HUMAN SERVICES AGENCY FOR FISCAL YEARS 2004-05, 2005-06 AND
2006-07, A SOLE SOURCE AGREEMENT WITH PUBLIC HEALTH FOUNDATION
ENTERPRISES, AND THE ADDITION OF A LIGHT VEHICLE DRIVER TO THE
DEPARTMENT OF HEALTH SERVICES' STAFFING ORDINANCE**
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of Health Services, or his designee, (Director) to sign the attached Fiscal Years 2004-05, 2005-06 and 2006-07 Master Grant Agreement (MGA), No. 04-35357 (Exhibit I) and related Memoranda of Understanding (MOU) (Exhibits II through VIII) with the California Health and Human Services Agency (CHHS), for HIV-related programs for a total allocation of \$24,378,683.
2. Delegate authority to the Director to execute any subsequent amendments to the above referenced MGA, which do not exceed 25% of the total amount of the base award, subject to review and approval by County Counsel.
3. Authorize the Director to execute a sole source agreement with Public Health Foundation Enterprises (PHFE), as the fiscal agent on behalf of Clean Needles Now (CNN) (Exhibit IX), to provide specialized peer-based health education and risk reduction (HE/RR) services to injection drug users, effective on the date of Board approval through June 30, 2007, for a total maximum obligation of \$225,000, following review and approval by County Counsel.

4. Approve the addition of a light vehicle driver classification in excess of what is currently provided in the Department of Health Services staffing ordinance, pursuant to Section 6.06.020 of the County Code, pending allocation by the Department of Human Resources.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

The Board's approval of the FYs 2004-07 MGA, MOU and related recommendations are required by the CHHS. These funds will ensure the continuation of specified programs under the MGA for Countywide HIV/AIDS services through June 30, 2007.

FISCAL IMPACT/FINANCING:

The total program cost of the MGA is \$24,378,683 which is 100% offset with CHHS funds. Of the total cost of \$8,253,925 for FY 2004-05, \$7,232,925 is included in the Office of AIDS Programs and Policy (OAPP) FY 2004-05 Adopted Budget, and \$1,021,000 is included in the Public Health Services' FY 2004-05 Adopted Budget. Funding for the project will be requested in OAPP's and Public Health Services' fiscal year budgets FY 2005-06 and FY 2006-07.

The new agreement with PHFE will be effective on the date of Board approval through June 30, 2007, for a total maximum obligation of \$225,000. Funding to support the agreement with PHFE is 100% offset by MGA funding. Funding for the Agreement with PHFE is included in the FY 2004-2005 Adopted Budget and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The MGA funds will support MOUs for the following HIV/AIDS services:

HIV/AIDS Education and Prevention: \$12,223,401

Funds will be utilized to provide HE/RR services that support an increased awareness and knowledge of HIV risks with the intended effect of decreasing the prevalence of HIV risk behavior. Additional support will be provided to maintain and reinforce risk reduction behaviors, create community platforms that support HIV risk reduction efforts, increase the availability of resources for clients to learn their HIV status, and provide a means for linking HIV positive persons to medical care.

The MOU for HIV/AIDS Education and Prevention also includes additional funds for the following programs:

Prevention of Perinatal HIV Transmission: \$60,000

Funding will allow for the conclusion of an assessment of need for voluntary HIV counseling and testing (HCT) of pregnant women, identify pregnant women in Los Angeles County who receive HCT, and subsequently increase the number of pregnant women who receive HCT.

Peer-Based Health Education/Risk Reduction: \$300,000

Program funds will be utilized for the provision of specialized Peer-Based Education for Secondary Syringe Exchanges (SSE) and Injection Drug Users (IDUs). This service is necessary in order to deliver services to a target risk group with the least access to prevention services.

Hepatitis C High Risk Program: \$90,603

This project will facilitate Hepatitis C testing for the HIV at-risk population as an incentive to get IDUs tested for HIV. It has been the experience of OAPP that many IDUs are primarily interested in Hepatitis C testing, and that offering Hepatitis C testing in a multiple morbidity screening program motivates testing for HIV and other STDs.

HIV Counseling and Testing: \$3,661,500

These funds will be utilized for counseling and testing services that include risk assessment, rapid and non-rapid HIV-antibody testing, disclosure counseling and post-disclosure counseling of HIV status, and partner awareness counseling and referral services targeted to persons of unknown HIV status. The agreements will emphasize confidential HIV testing services and support community-based, clinic-based and mobile unit-based counseling and testing services.

AIDS Surveillance: \$3,063,000

The funds provide support for the County's Public Health active AIDS case surveillance and epidemiology efforts including developing and enhancing reporting relationships, and initiating, evaluating and expanding AIDS case reporting protocols.

Early Intervention Program (EIP) - People of Color: \$1,290,000

Program funds will be utilized to outreach to communities of color with programs for HIV testing or HIV-infected status and enrollment in care and treatment services; and to prevent further transmission of HIV by increasing the number of HIV-infected individuals referred to and enrolled in the risk reduction services of EIP and/or other prevention services for HIV-infected persons. Hubert H. Humphrey Comprehensive Health Center will continue to implement these services.

Early Prevention Program-Women's Early Intervention Center: \$1,935,000

Program funds will be utilized to provide HIV testing or knowledge of HIV-infected status and enrollment in care and treatment services and to prevent further transmission of HIV by increasing the number of HIV-infected women or women with high risk of HIV who are referred to and enrolled in risk reduction programs. DHS will continue to implement these services under a contract with Prototypes, A Center for Innovation in Health, Mental Health and Social Services.

Early Prevention Program-Martin Luther King Jr./Drew Medical Center: \$1,360,500

Program funds will be utilized to outreach to communities of color with programs for HIV testing or

knowledge of HIV-infected status and enrollment in care and treatment services, and to prevent further transmission of HIV by increasing the number of HIV-infected individuals referred to and enrolled in risk reduction service programs. DHS, in collaboration with the Charles R. Drew University, will continue to implement these services.

Corrections Initiative: \$394,679

These funds support services including case management, counseling and testing, and treatment adherence provided in the Los Angeles County jail system. Funding is allocated as follows: FY 04-05, \$219,257, FY 05-06, \$87,711 and FY 06-07, \$87,711.

Light Vehicle Driver:

The Department is requesting the addition of a Light Vehicle Driver (LVD) position to the Department's staffing ordinance. The LVD position will provide day-to-day County vehicle/van operation for OAPP. The duties include the pick-up and delivery of mail, packages, office supplies, arrangement of outgoing shipments and arrivals, sorting/delivering mail and performing various clerical support functions. This position also assists in the operation of the warehouse, prepares meeting rooms, archives files and maintains property records. The position is 100% offset with CHHS MGA funds.

Following Board approval, the MGA and related MOU will be signed by the Director and returned to CHHS for full execution.

Attachments A and B provide additional information. Attachment C is the Grants Management Statement for grant awards exceeding \$100,000.

County Counsel has reviewed the MGA (Exhibit I) and MOU (Exhibits II-VIII) and approved the agreement with PHFE (Exhibit IX) as to form.

CONTRACTING PROCESS:

As a sole source provider, PHFE will subcontract with CNN. CNN is recommended to provide prevention and education services to IDUs as they are at the forefront of programs providing these services to IDUs who exchange syringes. CNN has been successful in a number of research projects to recruit IDU SSEs as Peer Educators and have seen such projects to successful completion. At the present time, CNN has the highest capacity to provide peer-based training in the County to IDU SSEs. A long learning curve would be expected from any other agency running a syringe exchange education and prevention program. Additionally, CNN has demonstrated leadership within the Los Angeles Harm Reduction Consortium and has the capacity to facilitate the implementation of this specialized service by providing the lead for this project. Peer Educators are the most effective way to reach hidden high risk populations, since they can identify appropriate sites or work through their social network connections.

IMPACT ON CURRENT SERVICES :

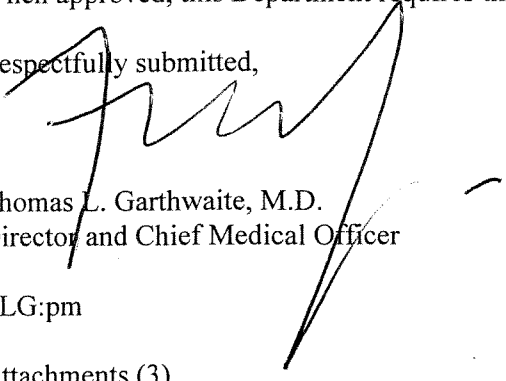
Approval of the Department's recommendations will ensure continued Countywide HIV-related services.

The Honorable Board of Supervisors
April 28, 2005
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Approval of the sole source agreement with PHFE will expand targeted HIV/AIDS HE/RR services to very hard-to-reach SSE IDUs within Los Angeles County.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:pm

Attachments (3)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

BLTRCD3855.es.wpd

SUMMARY OF MASTER GRANT AGREEMENT NO. 04-353571. **TITLE OF PROJECT:**

California Health and Human Services Agency Master Grant Agreement

2. **AGENCY ADDRESS AND CONTACT PERSON:**

California Department of Health Services
 1501 Capitol Avenue, Suite 71.2101
 MS 1403, P.O. Box 997413
 Sacramento, California 95899-7413
 Attention: Terri L. Anderson, Chief, Contracts and Purchasing Services Section
 Telephone: (916) 449-5935

3. **TERM:**

July 1, 2004 through June 30, 2007.

4. **FINANCIAL INFORMATION:**

<u>Program</u>	<u>FY 04-05</u>	<u>FY 05-06</u>	<u>FY 06-07</u>	<u>TOTAL</u>
HIV/AIDS Education and Prevention:	\$4,074,467	\$4,074,467	\$4,074,467	\$12,223,401
HIV Counseling and Testing:	1,220,500	1,220,500	1,220,500	3,661,500
Prevention of Perinatal HIV Transmission:	60,000	0	0	60,000
AIDS Surveillance:	1,021,000	1,021,000	1,021,000	3,063,000
Peer-Based:	100,000	100,000	100,000	300,000
Hepatitis C:	30,201	30,201	30,201	90,603
Early Intervention Program/People of Color:	430,000	430,000	430,000	1,290,000
Early Intervention Program/Women:	645,000	645,000	645,000	1,935,000
Early Intervention Program/King Drew:	453,500	453,500	453,500	1,360,500
Corrections Demonstration Project:	219,257	87,711	87,711	394,679
TOTAL	\$8,253,925	\$8,062,379	\$8,062,379	\$24,378,683

SUMMARY OF AGREEMENT WITH PUBLIC HEALTH FOUNDATION ENTERPRISES INC.1. **TITLE OF PROJECT:**

HIV/AIDS Health Education/Risk Reduction Prevention Services

2. **AGENCY ADDRESS AND CONTACT PERSON:**

Public Health Foundation Enterprises, Inc.
 13200 Crossroads Parkway North, Suite 135
 City of Industry, California 91746
 Attention: Gerald R. Solomon, President/CEO
 Telephone: (562) 699-7320 X1228
 Fax: (562) 692-6950

3. TERM:

Date of Board approval through June 30, 2007

3. FINANCIAL INFORMATION:

	<u>Term 1</u>	<u>Term 2</u>	<u>Term 3</u>	<u>Totals</u>
Maximum County Obligation:	\$45,000	\$90,000	\$90,000	\$225,000
State Funds:	<u><45,000></u>	<u><90,000></u>	<u><90,000></u>	<u><225,000></u>
Net County Cost:	\$ - 0 -	\$ - 0 -	\$ - 0 -	\$ - 0 -

4. GEOGRAPHIC AREA TO BE SERVED:

Districts: 1, 2, 3, 4, and 5

Service Provider Areas: 2, 4, 6 and 7

5. ACCOUNTABLE FOR MONITORING AND EVALUATION:

Charles L. Henry, Director, Office of AIDS Programs and Policy

6. APPROVALS:

Office of AIDS Programs and Policy:	Charles L. Henry, Director
Public Health Programs and Services:	John F. Schunhoff, Ph.D., Chief of Operations
Contracts and Grants Division:	Cara O'Neill, Chief
County Counsel (approval as to form):	Allison Morse, Deputy County Counsel

**Los Angeles County Chief Administrative Office
Grant Management Statement for Grants Exceeding \$100,000**

Department: Health Services

Grant Project Title and Description

State of California - Health and Human Services Agency, Master Grant Agreement and seven related Memorandums of Understanding as follows: AIDS Education and Prevention, HIV Counseling and Testing, AIDS Surveillance, Early Intervention Program/People of Color, Early Intervention Program/Women, Early Intervention Program-Bridge Project/King Drew, and Corrections Initiative

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
State of California Health and Human Services Agency	Contract No. 04-35357	None

Total Amount of Grant Funding: \$24,378,683	County Match Requirements
Grant Period: Begin Date: 07/01/05	End Date: 06/30/07
Number of Personnel Hired Under this Grant: Full Time 28	Part Time 0

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant funded program? Yes X No

Will all personnel hired for this program be placed on temporary ("N") items? Yes X No

Is the County obligated to continue this program after the grant expires Yes No X

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services Yes No X

b). Identify other revenue sources Yes X No
(Describe) Identify and apply for other funding

c). Eliminate or reduce, as appropriate, positions/program costs funded by this grant Yes X No

Impact of additional personnel on existing space: All positions are accounted for in the Adopted County Budget for Fiscal Year 2005-06 and will be accounted for in subsequent requests for continuing appropriations.

Other requirements not mentioned above:

Department Head Signature

Date

4/28/08

HIV/AIDS RELATED SERVICES							
Agency	Exhibit	Allocation			Fundin g Source	Supervisor ial District	Service Planning Area
		Term 1	Term 2	Term 3			
PEER-BASED HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES Term 1: Date of Board Approval - 6/30/05, Term 2: 7/01/05 - 6/30/06, Term 3: 7/1/06-6/30/07							
Public Health Foundation Enterprises, Inc. H-Pending	IX	\$45,000	\$90,000	\$90,000	\$225,000	State 1, 2, 3, 4, 5	2, 4, 6 & 7

Total Maximum County obligation: \$225,000; 100% offset with State funds.
 Less State funds: <\$225,000>
 County AIDS funds: \$ 0

REGISTRATION NUMBER

AGREEMENT NUMBER

04-35357

1. This Agreement is entered into between the State Agency and the Contractor named below:

(Also referred to as CDHS, DHS, or the State)

STATE AGENCY'S NAME

California Department of Health Services

(Also referred to as Contractor)

CONTRACTOR'S NAME

County of Los Angeles

2. The term of this July 1, 2004 through June 30, 2007
Agreement is:

3. The maximum amount \$ 24,378,683
of this Agreement is: Twenty-Four Million, Three Hundred Seventy-Eight Thousand, Six Hundred Eighty-Three Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A – Scope of Work	1 page
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit B, Attachment I – Invoice Format	1 page
Exhibit B, Attachment II – Advance Payment Provisions	1 page
Exhibit C * – General Terms and Conditions	GTC 304
Exhibit D (F) – Special Terms and Conditions (Attached hereto as part of this agreement)	26 pages
Exhibit E – Additional Provisions	2 pages
Exhibit F – Contractor's Release	1 page
Exhibit G – Travel Reimbursement Information	2 pages
Exhibit H – Memorandum of Understanding (MOU) Sample	2 pages
Exhibit I – Contractor Equipment Purchased with DHS Funds	2 pages
Exhibit J – Inventory/Disposition of DHS-Funded Equipment	2 pages

Items shown above with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language>.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Los Angeles

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Charles L. Henry, Director

ADDRESS

c/o Monique Collins, MPH CHES, State Grant Manager, County of Los Angeles,
600 S. Commonwealth Avenue, Sixth Floor, Los Angeles, CA 90005

STATE OF CALIFORNIA

AGENCY NAME

California Department of Health Services

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Terri L. Anderson, Chief, Contracts and Purchasing Services Section

ADDRESS

1501 Capitol Avenue, Suite 71.2101, MS 1403, P.O. Box 997413
Sacramento, CA 95899-7413

California Department of
General Services Use Only

☐ Exempt per:

Memorandum of Understanding (MOU)

CONTRACTOR: County of Los Angeles
PROGRAM: HIV Prevention Program

CONTRACT NUMBER: 04-35357
MOU NUMBER: PREV 04-19

1. MOU TERM:

The term of this MOU shall be from July 1, 2004 through June 30, 2007.

2. MAXIMUM AMOUNT PAYABLE:

The maximum amount payable by the STATE to the CONTRACTOR under this MOU shall not exceed the following:

- 4,264,668
- A. \$ 4,264,668 for the budget period of July 1, 2004 to June 30, 2005.
 - B. \$ 4,264,668 for the budget period of July 1, 2005 to June 30, 2006.
 - C. \$ 4,264,668 for the budget period of July 1, 2006 to June 30, 2007.
 - D. \$ 12,674,004 for the entire MOU term.

3. MOU EXHIBITS:

The following attached exhibits are incorporated herein, and made a part hereof by this reference:

- A. Exhibit 1, entitled "Scope of Work," Year 1 consisting of seventeen pages.
- B. Exhibit 2, entitled "Scope of Work," Year 2 consisting of fourteen pages.
- C. Exhibit 3, entitled "Scope of Work," Year 3 consisting of sixteen pages.
- D. Exhibit 4, entitled "Budget," Year 1 consisting of one page.
- E. Exhibit 5, entitled "Budget," Year 2 consisting of one page.
- F. Exhibit 6, entitled "Budget," Year 3 consisting of one page.

4. MOU EXEMPTION:

The Master Agreement (MA) as referenced by the contract number shown above, its terms and conditions, as executed, is incorporated herein and made a part hereof by this reference. The STATE hereby certifies that this agreement and any MOUs thereto are exempt from review or approval by the Department of General Services as Office of AIDS contracts are exempt from the Public Contract Code. The CONTRACTOR hereby accepts this MOU and shall administer it in accordance with the terms and conditions referenced in the MA.

STATE OF CALIFORNIA:

COUNTY OF LOS ANGELES:

Signature

Michael Montgomery, Chief
Office of AIDS

Date_____
Signature_____
Printed/Typed Name and Title_____
Date

Memorandum of Understanding (MOU)

CONTRACTOR: County of Los Angeles
PROGRAM: Early Intervention Program

CONTRACT NUMBER: 04-35357
MOU NUMBER: EIP/WC 04-19

1. MOU TERM:

The term of this MOU shall be from July 1, 2004 through June 30, 2007.

2. MAXIMUM AMOUNT PAYABLE:

The maximum amount payable by the STATE to the CONTRACTOR under this MOU shall not exceed the following:

- A. \$645,000 for the budget period of July 1, 2004 to June 30, 2005.
- B. \$645,000 for the budget period of July 1, 2005 to June 30, 2006.
- C. \$645,000 for the budget period of July 1, 2006 to June 30, 2007.
- D. \$1,935,000 for the entire MOU term.

3. MOU EXHIBITS:

The following attached exhibits are incorporated herein, and made a part hereof by this reference:

- A. Exhibit 1, entitled "Scope of Work," consisting of eight pages.
- B. Exhibit 2, entitled "Budget," Year 1 consisting of one page.
- C. Exhibit 3, entitled "Budget," Year 2 consisting of one page.
- D. Exhibit 4, entitled "Budget," Year 3 consisting of one page.
- E. Exhibit 5, entitled "EIP Invoice Format," consisting of one page.

4. MOU EXEMPTION:

The Master Agreement (MA) as referenced by the contract number shown above, its terms and conditions, as executed, is incorporated herein and made a part hereof by this reference. The STATE hereby certifies that this agreement and any MOUs thereto are exempt from review or approval by the Department of General Services as Office of AIDS contracts are exempt from the Public Contract Code. The CONTRACTOR hereby accepts this MOU and shall administer it in accordance with the terms and conditions referenced in the MA.

STATE OF CALIFORNIA:

COUNTY OF LOS ANGELES:

Signature

Michael Montgomery, Chief
Office of AIDS

Date

Signature

Printed/Typed Name and Title

Date

5. PROGRESS REPORT SCHEDULE AND OTHER REQUIREMENTS:

- A. The CONTRACTOR shall complete and submit each progress and final report by the due dates specified below. The content of these reports will include, but not be limited to: progress accomplished on agreement objectives; progress on activity schedules; major problems encountered and proposed resolutions to those problems; issues requiring contract monitor consultation; and data on client services. A final report shall be cumulative. Progress Report due dates are as follows unless Contractor obtains prior written approval from the State:

<u>PROGRESS REPORT</u>	<u>PERIOD</u>	<u>DUE DATE</u>
YEAR 1		
FIRST	07/01/2004-12/31/2004	02/15/2005
SECOND	01/01/2005-06/30/2005	08/15/2005
YEAR 2		
FIRST	07/01/2005-12/31/2005	02/15/2006
SECOND	01/01/2006-06/30/2006	08/15/2006
YEAR 3		
FIRST	07/01/2006-12/31/2006	02/15/2007
SECOND	01/01/2007-06/30/2007	08/15/2007

- B. Progress reports shall be submitted in accordance with the prescribed format provided by the STATE and any revisions thereto. If the CONTRACTOR does not submit acceptable progress reports in a timely manner, their invoices may be withheld from payment until acceptable reports are received. If a final report is submitted more than ninety days after expiration of the agreement term, the final invoice may not be honored unless the CONTRACTOR has obtained prior written approval from the STATE.

6. PROJECT REPRESENTATIVES:

The project representatives during the term of this MOU will be:

Department of Health Services Dorcas Stendell Early Intervention Section Office of AIDS MS 7700 P.O. Box 997426 Sacramento, CA 95899-7426 Telephone: (916) 449-5972 Fax: (916) 449-5959	County of Los Angeles Charles L. Henry, Director Los Angeles Office of AIDS Program And Policy 600 South Commonwealth Avenue, Sixth floor Los Angeles, CA 90005 Telephone: (213) 351-8000 Fax: (213) 387-0912
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7. INVOICE FORMAT:

For programs receiving funds for Bridge, Positive Changes, Treatment Educators, or LIFE, invoices shall be submitted in the format outlined in Exhibit 5.

EXHIBIT IX

Contract No. _____

HUMAN IMMUNODEFICIENCY VIRUS (HIV)
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES
AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2005,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

PUBLIC HEALTH FOUNDATION
ENTERPRISES, INC. (hereafter
"Contractor").

WHEREAS, California Health and Safety Code Section 101025
places upon County's Board of Supervisors the duty to preserve
and protect the public's health; and

WHEREAS, California Health and Safety Code Section 101000
requires County's Board of Supervisors to appoint a County Health
Officer, who is also the Director of County's Department of
Health Services, to prevent the spread or occurrence of
contagious, infectious, or communicable diseases within the
jurisdiction of County; and

WHEREAS, County has established Office of AIDS Programs and Policy (OAPP) under the administrative direction of County's Department of Health Services (hereafter DHS); and

WHEREAS, County's OAPP is responsible for County's AIDS programs and services; and

WHEREAS, the term Director as used herein refers to County's Director of DHS or his/her authorized designee; and

WHEREAS, County is authorized by Government Code Section 26227 and otherwise to contract for services hereunder; and

WHEREAS, County is authorized by Government Code Section 53703 to do all acts necessary to participate in any federal program whereby federal funds are granted to County for purposes of health, education, welfare, public safety, and law enforcement which have not been preempted by State law; and

WHEREAS, County has been awarded grant funds from the California Department of Health and Human Services Agency (CDHHS) and Centers for Disease Control and Prevention (CDC) to provide HIV/AIDS Prevention Services; and

WHEREAS, as a recipient of State funds, Contractor will participate in the Los Angeles County Eligible Metropolitan Area (EMA) HIV Continuum of Care.

WHEREAS, as a recipient of State funds, where there is a

Service Provider Network (SPN) in the Service Planning Area (SPA) in which Contractor provides services, Contractor's active participation in the SPN planning and coordination activities is expected and required.

WHEREAS, as a recipient of State funds, Contractor must implement a "consumer advisory committee" with regular meetings and consumer membership as a mechanism for continuously assessing client need and adequacy of Contractor's services, and to obtain client feedback.

WHEREAS, as a recipient of State funds, Contractor must actively collaborate and recruit referrals from service organizations and agencies beyond the Ryan White CARE Act service delivery system, including, but not limited to, substance abuse, mental health, primary health care and social services organizations.

WHEREAS, as a recipient of State funds, Contractor's referrals to and from organizations must be noted and tracked in the OAPP service utilization data system, and followed up in cases where the client does not make or present for appointment, in accordance with Contractor's referral guidelines; and

WHEREAS, Contractor agrees to abide by the requirements of the funding sources and all regulations issued pursuant thereto; and

WHEREAS, Contractor possesses the competence, expertise, facilities, and personnel to provide the services contemplated hereunder; and

WHEREAS, it is the intent of the parties hereto to enter into Agreement to provide HIV/AIDS HEALTH EDUCATION/RISK REDUCTION PREVENTION services for compensation, as set forth herein; and

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence on the date of Board approval and shall continue in full force and effect through June 30, 2007, subject to the availability of federal, State, or County funding sources. If such funding is not forthcoming, this Agreement shall terminate on June 30, 2005. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder.

Director may also suspend the performance of services hereunder, in whole or in part, effective upon Contractor's receipt of County's written notice. County's notice shall set

forth the reasons for the suspension, the extent of the suspension, and the requirements for full restoration of the performance obligations.

County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's fiscal years (July 1 - June 30) unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each fiscal year. If County's Board of Supervisors fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, agents, or employees to comply with the terms of this Agreement or any written directives by or on behalf of County issued pursuant hereto shall constitute a material breach hereto and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

In the event of termination or suspension of this Agreement, Contractor shall:

A. If clients/patients are treated hereunder, make immediate and appropriate plans to transfer or refer all clients/patients treated under this Agreement to other agencies for continuing care in accordance with the client's/patient's needs. Such plans shall be approved by Director, except in such instance, as determined by Contractor, where an immediate client/patient transfer or referral is indicated. In such instances, Contractor may make an immediate transfer or referral.

B. Immediately eliminate all new costs and expenses under this Agreement. New costs and expenses include, but are not limited to, those associated with new client/patient admissions. In addition, Contractor shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination.

C. Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

D. Provide to County's OAPP within thirty (30) calendar days after such termination date, an annual cost report as set forth in the ANNUAL COST REPORT Paragraph, hereunder.

2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibits A, A-1, A-2 and A-3 attached hereto and incorporated herein by reference.

3. MAXIMUM OBLIGATION OF COUNTY:

A. During the period of date of Board approval through June 30, 2005, the maximum obligation of County for all services provided hereunder shall not exceed Forty-Five Thousand Dollars (\$45,000). Such maximum obligation is comprised entirely of California Health and Human Services Agency funds. This sum represents the total maximum obligation of County as shown in Schedule 1, attached hereto and incorporated herein by reference.

B. During the period July 1, 2005 through June 30, 2006, the maximum obligation of County for all services provided hereunder shall not exceed Ninety Thousand Dollars (\$90,000). Such maximum obligation is comprised entirely of California Health and Human Services Agency funds. This sum represents the total maximum obligation of County as shown

in Schedule 2, attached hereto and incorporated herein by reference.

C. During the period July 1, 2006, through June 30, 2007, the maximum obligation of County for all services provided hereunder shall not exceed Ninety Thousand Dollars (\$90,000). Such maximum obligation is comprised entirely of California Health and Human Services Agency funds. This sum represents the total maximum obligation of County as shown in Schedule 3, attached hereto and incorporated herein by reference.

4. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. If sufficient monies are available from federal, State, or County funding sources, and upon Director's or his authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Chief of Operations, Public Health. If monies are reduced by federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes

will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed fifteen percent (15%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Administrative Officer. If the increase or decrease exceeds fifteen percent (15%) of the applicable County maximum obligation, approval by County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director.

At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, Director or County's Board of Supervisors may reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's Chief Administrative Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

C. Funds received under the CARE Act will not be utilized to make payments for any item or service to the extent that payment has been made or can be reasonably expected to be made, with respect to any item or service by:

(1) Any State compensation program, insurance policy, or any federal, State, County, or municipal health or social service benefits program, or;

(2) Any entity that provides health services on a prepaid basis.

5. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

6. CONFLICT OF TERMS: To the extent there exists any conflict between the language of this Agreement and that of any of the Exhibits, Schedules and Attachments, attached hereto, the language in this Agreement shall govern and prevail, and the remaining Exhibits, Schedules and Attachments shall govern and prevail in the following order:

Exhibits A, A-1, A-2, and A-3

Schedules 1, 2, and 3

Exhibits B and C

7. COMPENSATION: County agrees to compensate Contractor for performing services hereunder as set forth in Schedules 1, 2, and 3, and the COST REIMBURSEMENT Paragraph of this Agreement, attached hereto.

8. COST REIMBURSEMENT: County shall compensate Contractor for actual reimbursable net costs incurred by Contractor in performing Health Education/Risk Reduction services hereunder.

A. Monthly Billing: Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required programmatic reports and/or data. All billing shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor by, or on behalf of, clients/patients. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance with the Schedules attached hereto.

B. County Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that actual reimbursable net costs for any services furnished hereunder are lower than the payments made thereof by County, and/or if it is determined by such audit that any payments made by County for a particular service is for costs which are not reimbursable pursuant to provisions of this Agreement, then the difference shall be repaid by Contractor.

(2) If within forty-five (45) calendar days of termination of the contract period, such audit finds that the allowable costs of services furnished hereunder are higher than the payments made by County, then the difference may be paid to Contractor.

C. In no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts or grants.

D. In no event shall County be required to pay Contractor more for all services provided hereunder than the

maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless otherwise revised or amended under the terms of this Agreement.

E. Travel costs shall be reimbursed according to applicable federal, State, and/or local guidelines. Prior authorization, in writing, shall be required to claim reimbursement for travel outside Los Angeles County unless such expense is explicitly approved in the contract budget. Request for authorization shall be made in writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.

F. Withholding Payment:

(1) Subject to the reporting and data requirements of this Agreement and the Exhibits attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report or data is incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for the current month and

any succeeding month or months for reports or data not delivered in a complete and correct form.

(2) Subject to the provisions of the TERM and ADMINISTRATION Paragraphs of this Agreement, and the Exhibits, Schedules and Attachments attached hereto, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the Exhibits of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this

Agreement between County and Contractor until proof of such services is delivered to County.

(5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by a cost report settlement, audit report settlement, or financial evaluation report, resulting from this or prior years' Agreement(s).

G. Contractor agrees to reimburse County for any federal, State, or County audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

9. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and

externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code set, privacy, and security. Each party further agrees to indemnify and hold harmless the

other party (including their officers, employees, and agents), for its failure to comply with HIPAA.

10. ALTERATION OF TERMS: This Agreement, together with the Exhibits, Schedules and Attachments, attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

11. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

12. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following

programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Health Services, Office of AIDS Programs and Policy, Financial Services Division, 600 South Commonwealth Avenue, Sixth Floor, Los Angeles, California 90005, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts,

its officials, officers, and employees as insureds for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits:

Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County.

Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

13. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations	
Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability:
Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

D. Professional Liability Insurance: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

14. CONTRACTOR'S OFFICE: Contractor's primary business office is located at 13200 Crossroads Parkway North, Suite 135, City of Industry, California 91746. Contractor's primary business telephone number is (562) 699-7320 X1228 and facsimile/FAX number is (562) 692-6950. Contractor shall notify in writing County's OAPP Director, any change in its primary business address, business telephone number, and/or facsimile/FAX number used in the provision of services herein, at least ten (10) days prior to the effective date thereof.

If during the term of this Agreement, the corporate or other legal status of Contractor changes, or the name of Contractor

changes, then Contractor shall notify County's OAPP Director, in writing detailing such changes at least thirty (30) days prior to the effective date thereof.

15. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten (10) calendar days prior written notice thereof to the parties.

To County: 1. Department of Health Services
Public Health
313 North Figueroa Street
7th Floor
Los Angeles, California 90012

Attention: Chief of Operations

2. Department of Health Services
Office of AIDS Programs and Policy
600 South Commonwealth Avenue
6th Floor
Los Angeles, California 90005

Attention: Director

3. Department of Health Services
Contracts and Grants Division
313 North Figueroa Street
6th Floor East
Los Angeles, California 90012

Attention: Director

To Contractor: Public Health Foundation Enterprises,
Inc.
13200 Crossroads Parkway North,
Suite 135
City of Industry, California 91746

Attention: Gerald R. Solomon

IN WITNESS WHEREOF, the Board of Supervisors of the County
of Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

PUBLIC HEALTH FOUNDATION
ENTERPRISES, INC.
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants

EXHIBIT A

PUBLIC HEALTH FOUNDATION ENTERPRISES, INC.
CLEAN NEEDLES NOW

HUMAN IMMUNODEFICIENCY VIRUS (HIV)
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES

1. DEFINITION: HIV/AIDS health education/risk reduction (HE/RR) prevention services are comprehensive programs that: provide individual assessments of personal risk factors for HIV infection if HIV-negative and for HIV infection or HIV transmission if HIV-positive; develop and utilize a variety of strategies to enhance personal risk reduction efforts; and implement strategies to support and maintain behavior change. The delivery format of such programs includes, but is not limited to: targeted outreach, group-level, and individual-level interviews.

2. PERSONS TO BE SERVED:

A. HIV/AIDS HE/RR prevention services shall be provided to HIV-positive and HIV-negative men who have sex with men who are injection drug users (MSM/IDU), heterosexual male injection drug users (HM/IDU), female injection drug users (F/IDU), and transgenders who are injection drug users (TIDU) who reside in supervisorial

districts 1, 2, 3, 4 and 5, within Service Planning Areas (SPAs) 2, 4, 6 and 7 of Los Angeles County, in accordance with Attachment I, "Service Delivery Specifications", attached hereto and incorporated herein by reference.

B. Contractor shall provide services to those at high or moderate risk for HIV infection and/or those who are HIV positive in accordance with Exhibits A-1, A-2, and A-3, Scopes of Work, attached hereto and incorporated herein by reference. For the purposes of this Agreement, a high-risk individual meets the following criteria: acknowledges having practiced unprotected sex or shared injection drug paraphernalia at least three (3) times in the previous three (3) months with someone who has HIV or whose serostatus is unknown, AND one (1) or more of the following co-factors: 1) has a diagnosed or diagnosable mental illness, 2) has a diagnosed or diagnosable substance use disorder, including alcoholism, OR acknowledges using crack cocaine or methamphetamine in the past three months, OR reports sex while high on any substance in the past month, 3) has a diagnosis or symptoms consistent with sexual addiction or compulsion, 4) has a sexually transmitted disease or has exchanged sex for food, money, shelter or drugs in the past

three (3) months. A moderate-risk individual reports having unprotected sex or sharing injection drug paraphernalia with a person who has HIV or whose serostatus is unknown at least once in the previous year OR has any one (1) of the co-factors listed in the definition for high-risk persons.

3. SERVICE DELIVERY SITES: Contractor's facilities where services are to be provided hereunder are located at:
Clean Needles Now, 4201 Wilshire Boulevard, Suite 527, Los Angeles, California, 90010; Asian American Drug Abuse Program, 95318 South Crenshaw Boulevard, Los Angeles, California, 90043; Bienestar Human Services, Inc., 5326 East Beverly Boulevard, Los Angeles, California, 90022; Minority AIDS Project, 5149 West Jefferson Boulevard, Los Angeles, California, 90016; Homeless Health Care Los Angeles, 2330 Beverly Boulevard, Los Angeles, California, 90057; and Tarzana Drug Treatment Center, 18646 Oxnard Street, Tarzana, California, 91356. For the purposes of this Agreement, Contractor shall specify cross streets and locations for all HE/RR activities in monthly reports to Office of AIDS Programs and Policy (OAPP). OAPP reserves the right to approve or deny all sites.

Contractor shall request approval from OAPP in writing a minimum of thirty (30) days before terminating services at such

locations and/or before commencing services at any other location(s).

4. COUNTY'S MAXIMUM OBLIGATION: During the period of date of Board approval through June 30, 2007, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS HE/RR prevention services shall not exceed Two Hundred Twenty-Five Thousand Dollars (\$225,000).

5. COMPENSATION:

A. County agrees to compensate Contractor for performing services hereunder as set forth in Schedules 1, 2, and 3.

B. Services performed under this Agreement are subject to review of monthly and annual expenditures and program performance, comparison of BRG versus non-BRG served, etc. OAPP may modify payment for services based on the above-mentioned criteria.

Payment for services provided hereunder shall be subject to the provisions set forth in the COST REIMBURSEMENT Paragraph of this Agreement.

6. SERVICES TO BE PROVIDED:

A. Contractor shall provide HIV/AIDS HE/RR prevention services in accordance with procedures formulated and

adopted by Contractor's staff, consistent with law, regulations, and the terms of this Agreement. Additionally, Contractor shall provide such services as described in Exhibits A-1, A-2, and A-3, Scopes of Work, attached hereto and incorporated herein by reference.

B. Contractor shall comply with the Interim Revision, or most current, Requirements for Content of AIDS-related Written Materials, Pictorials, Audiovisuals, Questionnaires, Survey Instruments, and Educational Sessions in Centers for Disease Control Assistance Programs, as referenced in Exhibit B.

C. Contractor shall obtain written approval from OAPP's Director or designee for all educational materials utilized in association with this Agreement prior to its implementation.

D. Contractor shall submit for approval such educational materials to OAPP at least thirty (30) days prior to the projected date of implementation. For the purposes of this Agreement, educational materials may include, but not limited to, written materials (e.g., curricula, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g.,

posters and similar educational materials using photographs, slides, drawings, or paintings).

E. Failure of Contractor to abide by this requirement may result in the suspension of this Agreement at the Director's sole discretion.

F. Contractor shall utilize funds received from County for the sole purpose of providing HIV/AIDS HE/RR prevention services.

G. Contractor shall not utilize funds received from County for the purpose of any and all activities associated with needle exchange, including, but not limited to, purchasing and exchanging of needles.

H. Contractor shall ensure that all staff supported by County funds are not engaged in any and all needle exchange activities.

I. Contractor shall be responsible for reimbursing County for all funds expended on any and all activities associated with needle exchange.

J. Any breach of these provisions shall result in the immediate termination of Agreement.

7. ADDITIONAL REQUIREMENTS:

A. Contractor shall utilize the web-based HIV/AIDS Information Resources System (HIRS) for collection, data entry, and generation of client-level data to submit to OAPP.

B. Contractor shall provide their own computer hardware including a personal computer (PC), monitor, keyboard, mouse and printer with existing OAPP hardware and software compatibility list. The computer's central processing unit (CPU) at a minimum shall contain the following hardware and software requirements: 256 megabytes (MB) or higher of random access memory (RAM); 20 gigabyte (GB) or higher hard drive; Windows 98 or higher operating system; floppy disk drive; CD-Rom drive; Symantec Norton or McAfee Anti-Virus; Adobe Acrobat; and Microsoft Office. Contractor shall be responsible for maintenance of their computer hardware and software.

(1) Contractor shall provide their own computer supplies required by the data management/data reporting process. Computer supplies include: digital subscriber line (DSL); web browser version 6.0 or higher; simple network management protocol (SNMP)

agent; equipment maintenance contracts, insurance, CDs and CD labels, toner cartridges, printer paper, and envelopes.

(2) Contractor shall be responsible for protecting the data as described in the California Department of Health Services, Office of AIDS, HIV Counseling and Testing Guidelines (1997), including backup and storage of current data on a read/write CD and/or backup tape, and screen saver password protection procedures.

(3) Contractor may seek assistance from OAPP Network Administrator for software installation, training, and troubleshooting, strategies for data management, and consultation on the process/management of the questionnaire from the client to the software.

C. Contractor shall actively participate in the Prevention Planning Committee (PPC) and Service Provider Network (SPN) meetings to assist in the planning and operations of prevention services in Los Angeles County.

8. ADDITIONAL SERVICE REQUIREMENTS:

A. Outreach Services: For the purposes of this Agreement, Outreach Services shall be defined as educational

interventions that are generally conducted by peer or paraprofessional educators face-to-face with high-risk individuals in neighborhoods or other areas where the target population gathers. Outreach activities can take place in such sites as streets, bars, parks, bathhouses, shooting galleries, among others. The primary purpose of Outreach is the recruitment of individuals into more intensive services. These interventions are conducted by program staff in person with high-risk or hard-to-reach individuals. Contractor at a minimum shall provide appropriate risk reduction information and materials, including, but not limited to: risk reduction literature; condoms, lubricant, and safer sex instructions; bleach, water, and directions to properly clean needles and works. Other aspects of Outreach include that the outreach worker discusses the agency's or other HIV/AIDS programs and how the individual can benefit from these services. The outreach worker may also ask a few questions to assess risk behavior(s). Contractor shall gather the following required documentation during Outreach: date of encounter; location including address or cross street and zip code; client name, identification number, or unique identifier; age or age range; race/ethnicity; gender;

behavior risk group; and phone number. The Outreach form must be signed or initialed and dated by staff member conducting the intervention. Outreach staff shall set up an appointment with each client for intake and/or provide a Linked Referrals. A Linked Referral is the direction of a client to a specific service as indicated by the client assessment. At a minimum, a Linked Referral must include: referral information provided in writing and verification regarding the client's access to services.

(1) Outreach Staff Training: Contractor shall conduct ongoing appropriate staff training to assist staff with performing outreach services.

(a) Staff training shall include, but not be limited to: HIV/STD and Hepatitis information, Outreach policies and procedures; rapport building; understanding outreach in a scientific context, engagement strategies, cultural sensitivity; health information and demonstration strategies; confidentiality and ethics; laws and regulations; burn out prevention; knowledge of social services in the area; and conducting a risk

assessment; materials distribution; and documentation.

(b) Contractor shall maintain documentation of staff training in personnel files for Outreach services to include, but not be limited to: 1) date, time, and location of staff training; 2) training topic(s); and 3) name of attendees.

B. Risk Assessment: For the purposes of this Agreement, Risk Assessment shall be defined as the comprehensive evaluation and determination of a client's risk for HIV infection based on the client's self-report. It is a face-to-face interview with each client to assess, at a minimum, HIV risk behaviors. In addition, it may comprehensively assess: health; STD history; substance and alcohol use; mental health; sexual history; social and environmental support; skills to reduce HIV risk; barriers to safer behavior; protective factors; and to evaluate the clients strengths, competencies, needs, and available resources. This process is accomplished by utilizing a risk assessment form.

(1) Direct Services: During each term of this Agreement, Contractor shall conduct a risk assessment

for the following activities to include, but not be limited to, Outreach encounters, one-on-one or small group risk reduction counseling, prevention and education support and/or discussion groups, and workshops:

(a) Risk Assessment session: a face-to-face interview with each client to assess HIV risk behaviors. It may also assess sexual history, STD history, substance and alcohol use, skills to reduce HIV risk, barriers to safer behavior, social and environmental support, protective factors, and to evaluate the clients needs and available resources. The information obtained is then utilized to develop a baseline of client risk, assess client risk reduction needs, and determine appropriate referrals to other prevention, counseling and testing, medical and social services.

(b) Risk assessments shall consist of the following required documentation: date of assessment; signature and title of staff person conducting assessment; client's status and needs

in the following psychosocial areas: risk behaviors, risk reduction skills, barriers to safer behavior, substance use, social support systems, primary and secondary preventions, and identified resources to assist clients in areas of need.

(2) Risk Assessment Staff Training: Contractor shall conduct ongoing appropriate staff training to assist staff with performing comprehensive risk assessments.

(a) Staff training shall include, but not be limited to: rapport building; survey administration; data gathering; and documentation.

(b) Contractor shall maintain documentation of staff training for risk assessments to include, but not limited to: 1) date, time, and location of staff training; 2) training topic(s); and 3) name of attendees.

C. Group-Level Interventions: For the purposes of this Agreement, Group-Level Interventions (GLI) are health education and risk reduction counseling that is provided to groups of varying sizes. GLI may include peer and non-peer

models involving a wide range of skills, information, education, and support. GLI must have a multiple session component thereby including at least three (3) sessions in its design with a follow-up component.

(1) Direct Services: During each term of this Agreement, Contractor shall conduct services for one (1) or more of the following activities:

(a) Group Risk Reduction Counseling: Small group counseling sessions focusing on behavior change activities, such as safer sex practices, proper condom/latex barrier use and demonstration, and needle cleaning techniques, and conducted by trained program staff. GLI session shall range from a series of three (3) sessions (or modules) to six (6) sessions. Group risk reduction counseling sessions follow the close-ended group model. Close-ended groups are structured, have a defined lifespan, and are also likely to set membership limits. The closed group allows for important continuity and facilitating the development of trust among members, as they get to know each other over time. The closed group model

is more suitable to the establishment of client-specific outcome objectives that can be monitored over time (e.g. self-reported increased condom use with sexual partners at the end of four (4) weeks of group attendance).

i) Group risk reduction counseling shall consist of the following required documentation: date; time; and location of group; names, client identification numbers, or unique identifiers of participants; and a group outline, agenda, or minutes which briefly describe what was discussed.

(b) Support Group Counseling: Informal groups that encourage maintenance of newly acquired risk reduction behaviors. Support groups are usually open-ended with open enrollment and where extended life is more suited to member's needs. Open ended groups facilitate the potential member's ability to drop in when they need to. Clients must attend at least three (3) support group counseling sessions. These sessions are less structured than group risk reduction

counseling and are not psychotherapy groups.

Support groups may be conducted by trained, self-identified members of the target population or paraprofessional staff.

i) Support group counseling shall consist of the following required documentation: date; time; and location of group; names, client identification numbers, or unique identifiers of participants; and a group outline, agenda, or minutes which briefly describe what was discussed.

(c) Peer Health Education Training: Structured training session(s) in which a speaker(s) presents to target population peers highly structured health education and risk reduction intervention information. Peer training shall educate peers to serve as role models and demonstrate risk reduction behaviors within their community. Trainings may be single or multi-session and shall provide educational information based on an OAPP approved curriculum that could

initiate the changing of norms or individual behavior.

i) Peer Health Education Training shall consist of the following required documentation: date; time; and location of training; participant names; certification test; and a training outline based on an OAPP approved curriculum.

(2) Paraprofessional Qualifications: At a minimum, each Paraprofessional shall possess a bachelor's degree or four (4) years experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, or health education; ability to develop and maintain written documentation; knowledgeable of HIV risk behaviors, human sexuality, substance use, STDs, the target population, and HIV behavior change principles and strategies; and cultural and linguistic competence.

(a) Supervisor Qualifications: The paraprofessional(s) providing services hereunder shall be supervised by a staff member or consultant with experience in providing

paraprofessional services and have the academic training and/or experience to ensure the appropriateness and quality of paraprofessional services. Such academic training includes: Master's of Social Work (M.S.W.) degree, master's degree in counseling/psychology, licensed Marriage and Family Therapist (M.F.T.), Master's of Public Health (M.P.H.) or Ph.D. in a behavioral science field or a bachelor's degree with extensive experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, or health education.

Paraprofessional Supervisor(s) shall additionally possess the qualifications as stated in the Paraprofessional Qualifications Paragraph of this Agreement.

(3) Paraprofessional Staff Training: Contractor shall conduct ongoing appropriate staff training to assist staff with performing paraprofessional services.

(a) Staff training shall include, but not be limited to the following:

i) Orientation to paraprofessional support including: role of paraprofessionals; services provided by paraprofessionals; limitations of paraprofessional activity; how and when to access supervision; how to utilize and refer clients to other available services.

ii) Paraprofessional skills including: facilitation of prevention and education support/discussion groups; non-judgmental responding; empathetic listening; and service documentation.

iii) Cultural/Diversity sensitivity including: finding common ground; respecting differences; and how HIV/AIDS interacts with race, class, sex, and sexual orientation.

iv) Legal/Ethical issues, including: confidentiality and limitations and boundaries of the paraprofessional role.

(b) Contractor shall maintain documentation of staff training for paraprofessionals to include, but, not limited to: 1) date, time, and

location of staff training; 2) training topic(s);
and 3) name of attendees.

(4) Minimum Group-Level Intervention Indicators:

Contractor shall document the minimum Group-Level Intervention (GLI) Indicators to include, but not be limited to: the proportion of persons that completed the intended number of sessions, and the proportion of the intended number of the BRG clients to be reached with the GLI who were actually reached.

9. STAFFING REQUIREMENTS:

A. Contractor shall recruit linguistically and culturally appropriate staff. For the purposes of this Agreement, staff shall be defined as paid and volunteer individuals providing services as described in Exhibits A-1, A-2, and A-3, Scopes of Work, attached hereto and incorporated herein by reference.

B. Contractor shall maintain recruitment records, to include, but not limited to: 1) job description of all positions funded under this Agreement; 2) staff résumé(s); 3) appropriate degrees and licenses; and 4) biographical sketch(es) as appropriate. In addition, contractor shall

submit job descriptions and resumes for all staff providing services on this Agreement.

C. Contractor shall ensure that an annual performance evaluation is completed on all staff paid on this Agreement.

D. In accordance with the ADDITIONAL PROVISIONS attached hereto and incorporated herein by reference, if during the term of this Agreement an executive director, program director, or a supervisory position becomes vacant, Contractor shall notify the OAPP Director in writing prior to filling said vacancy.

10. STAFF DEVELOPMENT AND TRAINING: Contractor shall conduct ongoing and appropriate staff development and training as described in Exhibits A-1, A-2, and A-3, Scopes of Work, attached hereto and incorporated herein by reference.

A. Contractor shall provide and/or allow access to ongoing staff development and training of HIV/AIDS HE/RR staff. Staff Development and training shall include, but not be limited to:

(1) HIV/AIDS - training shall include at a minimum: how the immune system fights diseases, routes of transmission, transmission myths, HIV's effect on the immune system and opportunistic infections, HIV

treatment strategies, HIV antibody testing and test site information, levels of risky behavior, primary and secondary prevention methods, psychosocial and cultural aspect of HIV infection, and legal and ethical issues.

(2) Sexually Transmitted Diseases (STD) - training shall include at a minimum: routes of transmission, signs and symptoms, treatment and prevention, complications, and links between HIV for chlamydia, gonorrhea, syphilis, trichomoniasis, genital herpes, genital warts and hepatitis.

(3) Tuberculosis (TB) - training shall include at a minimum: definition of TB exposure and disease, routes of transmission, signs and symptoms, TB tests, treatment and prevention, drug resistant TB, and links between TB and HIV.

(4) Curriculum Development - contractor shall ensure that at least one staff who is responsible for the development of curricula attend OAPP's "Making the Connection: Developing a Comprehensive Curriculum" training.

B. Contractor shall maintain documentation of staff training in each employee file to include, but, not limited

to: 1) date, time, and location of staff training; 2) name of trainer and title, training topic(s); 3) and name of attendees and title.

C. Contractor shall document training activities in the monthly report to OAPP. For the purposes of this Agreement, training documentation shall include, but not be limited to: 1) date, time, and location of staff training; 2) training topic(s); and 3) name of attendees and title.

11. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit the following reports:

A. Monthly Reports: As directed by OAPP, Contractor shall submit a signed hard copy of the monthly report and, as requested, the electronic format of the report and the STANDARD CLIENT LEVEL REPORTING Data for HERR services no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Office of AIDS Programs and Policy, 600 South Commonwealth Avenue, 6th Floor, Los Angeles, California 90005, Attention: Financial Services Division Director.

B. Semi-Annual Reports: As directed by OAPP, Contractor shall submit a six (6)-month summary of the data in hard copy, electronic, and/or online format.

C. Annual Reports: Contractor shall submit a summary of data in hard copy, electronic, and/or online format for the year due thirty (30) days after the last day of the contract term.

D. Other Reports: As directed by OAPP, Contractor shall submit other monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the specified time period for each requested report. Reports shall include all the required information and be completed in the designated format.

12. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or provision of services hereunder, and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit C, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

13. QUALITY MANAGEMENT: Contractor shall implement a Quality Management (QM) program that assesses the extent to which the care and services provided are consistent with federal (e.g., Public Health Services and CDC Guidelines), State, and local standards of HIV/AIDS care and services. The QM program shall at a minimum:

A. Identify leadership and accountability of the medical director or executive director.

B. Use measurable outcomes and data collected to determine progress toward established benchmarks.

C. Focus on linkages to care and support services and client perception pertaining to their health and the effectiveness of the service received.

D. Be a continuous quality improvement (CQI) process reported to senior leadership annually.

14. QUALITY MANAGEMENT PLAN: Contractor shall base its program on a written QM plan. Contractor shall develop one agency-wide QM plan that encompasses all HIV/AIDS care and

prevention services if possible. Contractor shall submit to OAPP within sixty (60) days of the receipt of this fully executed Agreement its written QM plan. The plan shall be reviewed and updated as needed by the agency's QM committee, and signed by the designated medical director or executive director. The QM plan and program will be reviewed by OAPP staff during the QM program review. The written QM plan shall at a minimum include the following components:

A. Objectives: QM plan should delineate specific goals and objectives that are in line with the program's mission, vision and values.

B. QM Committee: Describes the purpose of the committee, composition, meeting frequency, at a minimum quarterly, and required documentation (e.g., minutes, agenda, sign-in sheet, etc). A separate Committee need not be created if the contracted program has established an advisory committee or the like, so long as its composition and activities follow the QM program objectives.

C. Selection of QM Approach: Describes the QM approach, such as Plan-Do-Study-Act (PDSA), Chronic Care Model or Joint Commission on Accreditation of Healthcare Organization (JCAHO) 10-Step model.

D. QM Program Content:

(1) Measurement of Outcome Indicators - at a minimum, collection and analysis of data measured from the specific OAPP selected indicators. In addition, contractor can measure other aspects of care and services as needed.

(2) Development of Data Collection Method - to include sampling strategy (e.g., frequency, percentage of sample size), collection method (e.g., chart abstraction, interviews, surveys, etc.), and creation of a data collection tool.

(3) Collection and Analysis of Data - results to be reviewed and discussed by the QM committee. The findings of the data analysis are to be communicated with all program staff involved.

(4) Identify and Sustainment Improvement - QM committee shall be responsible for identifying improvement strategies, tracking progress, and sustaining the improvement achieved.

E. Client Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback regarding the accessibility, the appropriateness of service

and care. The feedback also include the degree to which the service provided meets client's need and satisfaction.

Client input obtained shall be discussed at the agency's QM Committee on a regular basis for the enhancement of the service delivery. Aggregated data is to be reported to the QM committee annually for continuous program improvement.

F. Client Grievance Process: Contractor shall establish a policy and procedure for addressing and resolving client's grievances at the level closest to the source within agency. The grievance data is to be tracked, trended, and reported to the agency's QM committee for improvements of care and services. The information is to be made available to OAPP's staff during program reviews.

G. Random Chart Audits (Prevention Services): Sampling criteria shall be based on important aspects of prevention and care and shall be, at a minimum, 10% or 30 charts, whichever is less. Results of sampling to be reported and discussed in the QM committee quarterly.

15. QUALITY MANAGEMENT PROGRAM MONITORING: To determine the compliant level, OAPP shall review contractor's QM program annually. A numerical score will be issued to the contractor's QM program based on 100% as the maximum score. Contractor's QM

program shall be assessed for implementation of the following components:

- A. QM Program Content
- B. Client Feedback Process
- C. Client Grievance Process
- D. Random Chart Audit (if applicable).

16. EVALUATION:

A. Contractor shall submit an evaluation plan for contracted services within sixty (60) days of the receipt of the fully executed Agreement. The evaluation plan shall be consistent with the Centers for Disease Control and Prevention (CDC) Evaluation Guidance Evaluating CDC-funded Health Department HIV Prevention Programs, Volumes 1 and 2, (2001) as it currently exist or as it is modified in the future. The Guidance is also available in the internet at www.cdc.gov/hiv/eval.htm

B. Contractor shall submit process data consistent with the types of data required by the CDC (Example forms to summarize process data located in Volume 2, Chapter 4 of Evaluating CDC-funded Health Department HIV Prevention Programs), as directed by OAPP.

C. OAPP shall provide Contractor with CDC Evaluation Guidance Evaluating CDC-funded Health Department HIV Prevention Programs, Volumes 1 and 2, (2001) and forms.

D. Contractor shall submit to OAPP the Mid-Year and Annual Evaluation Progress Report no later than 30 days after each six month period. The required data and information shall be submitted in accordance with the CDC Evaluation Guidance and forms, as provided by OAPP.

E. OAPP shall provide written notification to Contractor of any revisions or modifications to CDC Evaluation Guidance Evaluating CDC-funded Health Department HIV Prevention Programs, Volumes 1 and 2, (2001) and forms within ten (10) working days of OAPP's receipt of such revisions or modifications.

Attachment I

SERVICE DELIVERY SPECIFICATIONS

PUBLIC HEALTH FOUNDATION ENTERPRISES, INC.

HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES

BEHAVIORAL RISK GROUPS:

MSM/IDU, HM/IDU, F/IDU AND TSR/TIDU

SERVICE DELIVERY SPECIFICATION BY SERVICE PLANNING AREA (SPA)								
SPA 1	SPA 2	SPA 3	SPA 4	SPA 5	SPA 6	SPA 7	SPA 8	TOTAL
0%	17%	0%	49%	0%	17%	17%	0%	100%

Service delivery specifications by SPA were determined by the agency proposal and fair share allocation. Specifications shall be adhered to as a means to meet the HIV Prevention Plan 2005-2008 goals.

SERVICE DELIVERY SPECIFICATION BY ETHNICITY					
African-American	Asian and Pacific Islander	Latino	White	American Indian	TOTAL
36%	1%	29%	32%	2%	100%

Service delivery specifications by race/ethnicity were determined by estimated Los Angeles County HIV infections in 2000 as reported in the 2004 addendum to the HIV Prevention Plan 2000 and agency proposal. Specifications shall be utilized as a guide to target clients as a means to meet the HIV Prevention Plan goals.

SCHEDULE 1

PUBLIC HEALTH FOUNDATION ENTERPRISES, INC.

CLEAN NEEDLES NOW

HIV/AIDS HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES

	<u>Budget Period</u> Date of Board Approval through <u>June 30, 2005</u>
Salaries	\$ 7,000
Employee Benefits	<u>\$ 2,590</u>
Total Salaries and Employee Benefits	\$ 9,590
Operating Expenses	\$ 3,471
Capital Expenditures	\$ -0-
Other Costs	\$30,500
Indirect Cost	<u>\$ 1,439</u>
TOTAL PROGRAM BUDGET	\$45,000

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

SCHEDULE 2

PUBLIC HEALTH FOUNDATION ENTERPRISES, INC.

CLEAN NEEDLES NOW

HIV/AIDS HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES

	<u>Budget Period</u> July 1, 2005 through <u>June 30, 2006</u>
Salaries	\$14,400
Employee Benefits	<u>\$ 5,760</u>
Total Salaries and Employee Benefits	\$20,160
Operating Expenses	\$21,473
Capital Expenditures	\$ -0-
Other Costs	\$45,500
Indirect Cost	<u>\$ 2,867</u>
TOTAL PROGRAM BUDGET	\$90,000

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

SCHEDULE 3

PUBLIC HEALTH FOUNDATION ENTERPRISES, INC.

CLEAN NEEDLES NOW

HIV/AIDS HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES

	<u>Budget Period</u> July 1, 2006 through <u>June 30, 2007</u>
Salaries	\$14,400
Employee Benefits	<u>\$ 5,760</u>
Total Salaries and Employee Benefits	\$20,160
Operating Expenses	\$21,473
Capital Expenditures	\$ -0-
Other Costs	\$45,500
Indirect Cost	<u>\$ 2,867</u>
TOTAL PROGRAM BUDGET	\$90,000

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

EXHIBIT A-1
SCOPE OF WORK
Date of Board Approval-06/30/05

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.
Goal No. 1: To reduce the risk of HIV and Hepatitis C infection among adults at high or moderate risk for HIV who are Injection Drug Users (IDUs) in Service Planning Areas (SPAs) 2, 4, 6, and 7 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1.0 By 6/30/05, at least one staff person from each of the Syringe Exchange Program (SEP) subcontractors will complete a two-day training conducted by Clean Needles Now (CNN). Subcontractor training is targeted to SEP staff who are responsible for facilitating Peer Educator training, conducting surveys with SSE Peer Educators, and conducting surveys with Injection Drug Users who were identified by SSE Peer Educators.	1.1 Develop and secure subcontract agreements with Syringe Exchange Program (SEPs) agencies to include but not be limited to: program expectations and deliverables, protocols for conducting and reviewing surveys, needle stick protocol, incentives plan, data management and quality control protocols, implementation of site and client unique identifier system, invoicing, reporting, submission guidelines and timelines. Submit to OAPP for approval. <u>Syringe Exchange Programs:</u> Asian American Drug Assistance Program (AADAP), Bienestar Human Services, Homeless Healthcare, Minority AIDS Project (MAP), and Tarzana Drug Treatment Center.	By 5/18/05	1.1 Signed subcontract agreement and letter of approval will be kept on file.
	1.2 Develop certification test, train-the-trainer curriculum to include but not be limited to: client rights, confidentiality and ethics, delivering health and prevention information as per curriculum and program protocol, policies and procedures, completion of SSE program forms, cultural sensitivity, safety and awareness of environment, effective communication skills, laws and regulations. Submit to Office of AIDS Programs and Policy (OAPP) for approval.	By 5/18/05	1.2 Letter(s) of OAPP approval and materials will be kept on file.
	1.3 Schedule training sessions and maintain calendar of sites, dates, and times.	5/18/05 and ongoing	1.3 Calendar of training will be kept on file and number of staff trained documented in monthly reports to OAPP.
	1.4 Conduct training sessions and maintain sign-in sheet.	5/18/05 and ongoing	1.4 Sign-in sheets will be kept on file and number of staff trained documented in monthly reports to OAPP.
1A.0 By 6/30/05, a minimum of one staff person from each of the Syringe Exchange Program (SEP) subcontractors will score at least 80% on the subcontractor certification test.	1A.1 Administer certification test, analyze results, and submit findings to OAPP.	5/18/05 and ongoing	1A.1 Documents will be kept on file and number of participants documented in monthly reports to OAPP.

EXHIBIT A-1
SCOPE OF WORK
Date of Board Approval-6/30/05

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.
Goal No. 1: To reduce the risk of HIV and Hepatitis C infection among adults at high or moderate risk for HIV who are Injection Drug Users (IDUs) in Service Planning Areas (SPAs) 2, 4, 6, and 7 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1B.0 By 6/30/05, CNN program staff will observe at least 1 SSE Peer Education session conducted by each of the subcontractors.	1B.1 Schedule survey interview observation and maintain a calendar of sites, dates, and times. 1B.2 Conduct survey interview observation and maintain a log of observation to include but not be limited to: staff name information, site, date, observation results, and booster training guidelines provided.	5/18/05 and ongoing 5/18/05 and ongoing	1B.1 Documentation will be kept on file and number of staff trained documented in monthly reports to OAPP. 1B.2 Documentation verifying completed observation will be kept on file and number of staff trained documented in monthly reports to OAPP.
2.0 By 6/30/05, a minimum of 6 IDU-SSEs will complete SSE Peer Educator Training. <u>Completion of IDU-SSE Peer Educator entails completing of 1 Orientation session and 5 of an 8-module IDU-SSE Peer Educator curriculum.</u> SSE Peer Education Training is intended to train clients to assist with the program as they work on reduction of their own risky behavior and/or maintenance of their identified risk reduction behavior. Peers may begin assisting the program only after successful completion of the peer training intervention. IDU-SSEs target risk groups will include: homeless adults and youth, transgender, sex workers, working adults, African Americans, Latinos, Asian/Pacific Islanders and Caucasians, women, men who have sex with men, and men who have sex with men and women.	2.1 Develop IDU-SSE recruitment materials: identification criteria, incentives plan, and program pamphlets. Recruitment materials should include but not be limited to specific commitment to: complete interviews at baseline, 3, 6 and 9 months, participating and completing Peer Educator Training, providing Health Education and Prevention services to hard-to-reach IDUs, and referring hard-to-reach IDUs for interview about IDU/SSE-delivered education and prevention. Submit to Office of AIDS Programs and Policy (OAPP) for approval. 2.2 Conduct recruitment and maintain recruitment log including but not limited to: client locator form, recruitment sites, dates, demographic information, and materials presented.	By 5/18/05 5/18/05 and ongoing	2.1 Letter(s) of OAPP approval and materials will be kept on file. 2.2 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.

EXHIBIT A-1
SCOPE OF WORK
 Date of Board Approval-6/30/05

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.
 Goal No. 1: To reduce the risk of HIV and Hepatitis C infection among adults at high or moderate risk for HIV who are Injection Drug Users (IDUs) in Service Planning Areas (SPAs) 2, 4, 6, and 7 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
2.3	Develop program protocols, SSE Peer Education curriculum, incentives plan, certification test, and IDU-SSE contract. Curriculum to include: HIV and Hepatitis C transmission information, harm reduction, HIV counseling and testing, etc. IDU-SSE protocols and contract to include specific commitment to: client rights, confidentiality and ethics, deliver health and prevention information as per curriculum and program protocol, policies and procedures, completion of baseline, 3-month, 6-month and 9-month surveys, completion of SSE program forms, referring potential hard-to-reach IDUs to program, cultural sensitivity, safety and awareness of environment, effective communication skills, laws and regulations. Submit to Office of AIDS Programs and Policy (OAPP) for approval.	By 5/18/05	2.3 Letter(s) of OAPP approval and materials will be kept on file.
2.4	Schedule training sessions and maintain calendar of sites, dates, and times.	5/18/05 and ongoing	2.4 Calendar of training will be kept on file and number of staff trained documented in monthly reports to OAPP.
2.5	Conduct training sessions and obtain sign-in sheets.	5/18/05 and ongoing	2.5 Sign-in sheets will be kept on file and number of staff trained documented in monthly reports to OAPP.
2A.1	Schedule baseline surveys and maintain calendar of sites, dates, and times.	5/18/05 and ongoing	2A.1 Documents will be kept on file and number of participants documented in monthly reports to OAPP.
2A.2	Conduct and complete baseline surveys and provide appropriate referrals as needed. Referral documentation shall include, but not be limited to: client identification information, site, date, and referral site.	5/18/05 and ongoing	2A.2 Copy of baseline surveys and referral documentation will be kept on file and number of participants documented in monthly reports to OAPP.
2A.3	Conduct review of survey form and check for data entry accuracy and completion. Address data entry accuracy and completion errors and correct them with appropriate staff or subcontractor.	5/18/05 and ongoing	2A.3 Submit original surveys monthly to OAPP. Surveys shall be submitted by 10 working days after the end of the month.
2A.0	By 6/30/06, a minimum of 6 SSE Peer Educators will complete baseline surveys.		

EXHIBIT A-1
SCOPE OF WORK
 Date of Board Approval-6/30/05

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.
 Goal No. 1: To reduce the risk of HIV and Hepatitis C infection among adults at high or moderate risk for HIV who are Injection Drug Users (IDUs) in Service Planning Areas (SPAs) 2, 4, 6, and 7 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
2B.0 By 06/30/06, a minimum of 6 SSE Peer Educators that score at least 80% on the SSE Peer Education certification test will be accepted as SSE Peer Educators.	2B.1 Administer certification test, analyze results, and submit results to OAPP.	5/18/05 and ongoing	2B.1 Documents will be kept on file and number of participants documented in monthly reports to OAPP.
2C.0 By 6/30/06, a minimum of 6 SSE Peer Educators will sign a contract to provide SSE Peer Educator services.	2C.1 Administer contract, obtain signatures, and maintain on file.	5/18/05 and ongoing	2C.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.
2D.0 By 6/30/05, agency will determine the proportion of persons that completed the intended number of GLI sessions.	2D.1 Collect data forms, analyze results, and submit data to OAPP.	5/18/05 and ongoing	2D.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.
2E.0 By 6/30/05, agency will determine the proportion of the intended number of GLI who were actually reached.	2E.1 Collect data forms, analyze results, and submit data to OAPP.	5/18/05 and ongoing	2E.1 Completed materials will be kept on file and data documented in monthly reports to OAPP.

EXHIBIT A-2
 SCOPE OF WORK
 07/01/05-06/30/06

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: To reduce the risk of HIV and Hepatitis C infection among adults at high or moderate risk for HIV who are Injection Drug Users (IDUs) in Service Planning Areas (SPAs) 2, 4, 6, and 7 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1.0 By 6/30/06, at least one staff person from each of the Syringe Exchange Program (SEP) subcontractors will complete a two-day training conducted by Clean Needles Now (CNN). Subcontractor training is targeted to SEP staff who are responsible for facilitating Peer Educator training, conducting surveys with SSE Peer Educators, and conducting surveys with Injection Drug Users who were identified by SSE Peer Educators.	1.1 Review and revise subcontract agreements with Syringe Exchange Program (SEPs) agencies to include but not be limited to: program expectations and deliverables, protocols for conducting and reviewing surveys, needle stick protocol, incentives plan, data management and quality control protocols, implementation of site and client unique identifier system, invoicing, reporting, submission guidelines and timelines. Submit to OAPP for approval. <u>Syringe Exchange Programs:</u> Asian American Drug Assistance Program (AADAP), Bienestar Human Services, Homeless Healthcare, Minority AIDS Project (MAP), and Tarzana Drug Treatment Center.	By 7/1/05	1.1 Signed subcontract agreement and letter of approval will be kept on file.
	1.2 Review and revise certification test, train-the-trainer curriculum to include but not be limited to: client rights, confidentiality and ethics, delivering health and prevention information as per curriculum and program protocol, policies and procedures, completion of SSE program forms, cultural sensitivity, safety and awareness of environment, effective communication skills, laws and regulations. Submit to Office of AIDS Programs and Policy (OAPP) for approval.	By 7/1/05	1.2 Letter(s) of OAPP approval and materials will be kept on file.
	1.3 Schedule training sessions and maintain calendar of sites, dates, and times.	7/1/05 and ongoing	1.3 Calendar of training will be kept on file and number of staff trained documented in monthly reports to OAPP.
	1.4 Conduct training sessions and maintain sign-in sheet.	7/1/05 and ongoing	1.4 Sign-in sheets will be kept on file and number of staff trained documented in monthly reports to OAPP.
1A.0 By 6/30/06, a minimum of one staff person from each of the Syringe Exchange Program (SEP) subcontractors will score at least 80% on the subcontractor certification test.	1A.1 Administer certification test, analyze results, and submit findings to OAPP.	7/1/05 and ongoing	1A.1 Documents will be kept on file and number of participants documented in monthly reports to OAPP.

EXHIBIT A-2
SCOPE OF WORK
07/01/05-06/30/06

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: To reduce the risk of HIV and Hepatitis C infection among adults at high or moderate risk for HIV who are Injection Drug Users (IDUs) in Service Planning Areas (SPAs) 2, 4, 6, and 7 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>1B.0 By 6/30/06, CNN program staff will observe at least 1 SSE Peer Education session conducted by each of the subcontractors.</p>	<p>1B.1 Schedule survey interview observation and maintain a calendar of sites, dates, and times.</p> <p>1B.2 Conduct survey interview observation and maintain a log of observation to include but not be limited to: staff name information, site, date, observation results, and booster training guidelines provided.</p>	<p>7/1/05 and ongoing</p> <p>7/1/05 and ongoing</p>	<p>1B.1 Documentation will be kept on file and number of staff trained documented in monthly reports to OAPP.</p> <p>1B.2 Documentation verifying completed observation will be kept on file and number of staff trained documented in monthly reports to OAPP.</p>
<p>2.0 By 6/30/06, a minimum of 30 IDU-SSEs will complete SSE Peer Educator Training.</p> <p><u>Completion of IDU-SSE Peer Educator entails completing of 1 Orientation session and 5 of an 8-module IDU-SSE Peer Educator curriculum.</u></p> <p>SSE Peer Education Training is intended to train clients to assist with the program as they work on reduction of their own risky behavior and/or maintenance of their identified risk reduction behavior. Peers may begin assisting the program only after successful completion of the peer training intervention.</p> <p>IDU-SSEs target risk groups will include: homeless adults and youth, transgender, sex workers, working adults, African Americans, Latinos, Asian/Pacific Islanders and Caucasians, women, men who have sex with men, and men who have sex with men and women.</p>	<p>2.1 Review and revise IDU-SSE recruitment materials: identification criteria, incentives plan, and program pamphlets. Recruitment materials should include but not be limited to specific commitment to: complete interviews at baseline, 3, 6 and 9 months, participating and completing Peer Educator Training, providing Health Education and Prevention services to hard-to-reach IDUs, and referring hard-to-reach IDUs for interview about IDU/SSE-delivered education and prevention. Submit to Office of AIDS Programs and Policy (OAPP) for approval.</p> <p>2.2 Schedule recruitment and maintain recruitment log including but not limited to: client locator form, recruitment sites, dates, demographic information, and materials presented.</p> <p>2.3 Review and revise program protocols, SSE Peer Education curriculum, incentives plan, certification test, and IDU-SSE contract. Curriculum to include: HIV and Hepatitis C transmission information, harm reduction, HIV counseling and testing, etc. IDU-SSE protocols and contract to include specific commitment to: client rights, confidentiality and ethics, deliver health and prevention information as per curriculum and program protocol, policies and procedures, completion of baseline, 3-month, 6-month and 9-month surveys, completion of SSE program forms, referring potential hard-to-reach IDUs to program, cultural sensitivity, safety and awareness of environment, effective communication skills, laws and regulations. Submit to Office of AIDS Programs and Policy (OAPP) for approval.</p>	<p>By 7/1/05</p> <p>7/1/05 and ongoing</p> <p>By 7/1/05</p>	<p>2.1 Letter(s) of OAPP approval and materials will be kept on file.</p> <p>2.2 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.</p> <p>2.3 Letter(s) of OAPP approval and materials will be kept on file.</p>

EXHIBIT A-2
SCOPE OF WORK
07/01/05-06/30/06

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.
Goal No. 1: To reduce the risk of HIV and Hepatitis C infection among adults at high or moderate risk for HIV who are Injection Drug Users (IDUs) in Service Planning Areas (SPAs) 2, 4, 6, and 7 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
2A.0 By 6/30/06, a minimum of 30 SSE Peer Educators will complete baseline surveys.	<p>2.4 Schedule training sessions and maintain calendar of sites, dates, and times.</p> <p>2.5 Conduct training sessions and obtain sign-in sheets.</p> <p>2A.1 Schedule baseline surveys and maintain a calendar of sites, dates, and times.</p> <p>2A.2 Conduct and complete baseline surveys and provide appropriate referrals as needed. Referral documentation shall include, but not be limited to: client identification information, site, date, and referral site.</p> <p>2A.3 Conduct review of survey form and check for data entry accuracy and completion errors and correct them with appropriate staff or subcontractor.</p>	<p>7/1/05 and ongoing</p> <p>7/1/05 and ongoing</p> <p>7/1/05 and ongoing</p> <p>7/1/05 and ongoing</p> <p>7/1/05 and ongoing</p> <p>7/1/05 and ongoing</p>	<p>2.4 Calendar of training will be kept on file and number of staff trained documented in monthly reports to OAPP.</p> <p>2.5 Sign-in sheets will be kept on file and number of staff trained documented in monthly reports to OAPP.</p> <p>2A.1 Documents will be kept on file and number of participants documented in monthly reports to OAPP.</p> <p>2A.2 Copy of baseline surveys and referral documentation will be kept on file and number of participants documented in monthly reports to OAPP.</p> <p>2A.3 Submit original surveys monthly to OAPP. Surveys shall be submitted by 10 working days after the end of the month.</p>
2B.0 By 06/30/06, a minimum of 30 SSE Peer Educators that score at least 80% on the SSE Peer Education certification test will be accepted as SSE Peer Educators.	2B.1 Administer certification test, analyze results, and submit results to OAPP.	7/1/05 and ongoing	2B.1 Documents will be kept on file and number of participants documented in monthly reports to OAPP.
2C.0 By 6/30/06, a minimum of 30 SSE Peer Educators will sign a contract to provide SSE Peer Educator services.	2C.1 Administer contract, obtain signatures, and maintain on file.	7/1/05 and ongoing	2C.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.
2D.0 By 6/30/06, a minimum of 22 active SSE Peer Educators will meet biweekly with program staff (CNN or CNN subcontractors) to review potential referrals for Surveys, relevant training issues, trouble-shooting, etc.	2D.1 Schedule and conduct biweekly follow-up with SSE Peer Educators. Maintain log to include: site, dates and times of follow-up, forms and training issues covered during the follow-up.	7/1/05 and ongoing	2D.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.
	2D.2 Obtain and conduct review of Weekly Outreach Report Form and Client Contact Form, and check for and address data entry accuracy and completion. Correct errors in conjunction with information clarified with IDU-SSEs.	7/1/05 and ongoing	2D.2 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.

EXHIBIT A-2
SCOPE OF WORK
 07/01/05-06/30/06

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.
 Goal No. 1: To reduce the risk of HIV and Hepatitis C infection among adults at high or moderate risk for HIV who are Injection Drug Users (IDUs) in Service Planning Areas (SPAs) 2, 4, 6, and 7 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
2E.0 By 6/30/06, a minimum of 22 SSE Peer Educators will complete a 3-month follow-up survey.	<p>2E.1 Schedule 3-month follow-up surveys and maintain a calendar of dates, sites, and times.</p> <p>2E.2 Conduct and complete 3-month follow-up surveys and provide appropriate referrals as needed. Referral documentation shall include, but not be limited to: client identification information, site, date, and referral site.</p> <p>2E.3 Conduct review of survey form and check for data entry accuracy and completion. Address data entry accuracy and completion errors and correct them with appropriate staff or subcontractor.</p>	<p>7/1/05 and ongoing</p> <p>7/1/05 and ongoing</p> <p>7/1/05 and ongoing</p>	<p>2E.1 Documents will be kept on file and number of participants documented in monthly reports to OAPP.</p> <p>2E.2 Copy of 3-month follow-up surveys and referral documentation will be kept on file and number of participants documented in monthly reports to OAPP.</p> <p>2E.3 Submit original surveys monthly to OAPP. Surveys shall be submitted by 10 working days after the end of the month.</p>
2F.0 By 6/30/06, a minimum of 19 SSE Peer Educators will complete a 6-month follow-up survey.	<p>2F.1 Schedule 6-month follow-up surveys and maintain a calendar of dates, sites, and times.</p> <p>2F.2 Conduct and complete 6-month follow-up surveys and provide appropriate referrals as needed. Referral documentation shall include, but not be limited to: client identification information, site, date, and referral site.</p> <p>2F.3 Conduct review of survey form and check for data entry accuracy and completion. Address data entry accuracy and completion errors and correct them with appropriate staff or subcontractor.</p>	<p>7/1/05 and ongoing</p> <p>7/1/05 and ongoing</p> <p>7/1/05 and ongoing</p>	<p>2F.1 Documents will be kept on file and number of participants documented in monthly reports to OAPP.</p> <p>2F.2 Copy of 6-month follow-up surveys and referral documentation will be kept on file and number of participants documented in monthly reports to OAPP.</p> <p>2F.3 Submit original surveys monthly to OAPP. Surveys shall be submitted by 10 working days after the end of the month.</p>
2G.0 By 6/30/06, a minimum of 15 SSE Peer Educators will complete a 9-month follow-up survey.	<p>2G.1 Schedule 9-month follow-up surveys and maintain a calendar of dates, sites, and times.</p> <p>2G.2 Conduct and complete 9-month follow-up surveys and provide appropriate referrals as needed. Referral documentation shall include, but not be limited to: client identification information, site, date, and referral site.</p>	<p>7/1/05 and ongoing</p> <p>7/1/05 and ongoing</p>	<p>2G.1 Documents will be kept on file and number of participants documented in monthly reports to OAPP.</p> <p>2G.2 Copy of 9-month follow-up surveys and referral documentation will be kept on file and number of participants documented in monthly reports to OAPP.</p>

EXHIBIT A-2
SCOPE OF WORK
07/01/05-06/30/06

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.
Goal No. 1: To reduce the risk of HIV and Hepatitis C infection among adults at high or moderate risk for HIV who are Injection Drug Users (IDUs) in Service Planning Areas (SPAs) 2, 4, 6, and 7 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
2H.0 By 6/30/06, agency will determine the proportion of persons that completed the intended number of GLI sessions.	2H.1 Collect data forms, analyze results, and submit data to OAPP.	7/1/05 and ongoing	2H.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.
21.0 By 6/30/06, agency will determine the proportion of the intended number of GLI who were actually reached.	21.1 Collect data forms, analyze results, and submit data to OAPP.	7/1/05 and ongoing	21.1 Completed materials will be kept on file and data documented in monthly reports to OAPP.
3.0 By 6/30/06, a minimum of 250 hard-to-reach IDUs will participate in an outreach encounter and complete a brief HIV risk assessment conducted by SSE Peer Educators.	3.1 Review and revise outreach protocol, referral and linked referral protocol, and brief HIV risk assessment forms, and educational pamphlets. Protocol to include but not be limited to: understanding outreach and outreach in a scientific context, engagement strategies, cultural sensitivity, safety and awareness of environment, effective communication skills, health information and demonstration strategies, confidentiality and ethics, laws and regulations, burn out prevention and the Do's and Don'ts of outreach. Submit to Office of AIDS Programs and Policy (OAPP) for approval.	By 7/1/05 and ongoing	3.1 Letter(s) of OAPP approval and materials will be kept on file.
3A.0 By 6/30/06, a minimum of 50 hard-to-reach IDUs will be referred to program staff by the SSE Peer Educators to participate in Peer Education Recipient interview.	3A.1 Conduct referral. Referral documentation shall include, but not be limited to: client identification information, site, date, and referral site.	7/1/05 and ongoing	3A.1 Referral documentation will be kept on file and number of participants documented in monthly reports to OAPP.
	3.2 Schedule outreach sessions and maintain a calendar with sites, dates, and times.	7/1/05 and ongoing	3.2 Documents will be kept on file and submitted with monthly reports to OAPP.
	3.3 Conduct outreach and maintain encounter logs including but not limited to: client identification information, sites, dates, demographic information, and materials presented.	7/1/05 and ongoing	3.3 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.

EXHIBIT A-2
SCOPE OF WORK
 07/01/05-06/30/06

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.
 Goal No. 1: To reduce the risk of HIV and Hepatitis C infection among adults at high or moderate risk for HIV who are Injection Drug Users (IDUs) in Service Planning Areas (SPAs) 2, 4, 6, and 7 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
3B.0 By 6/30/06, a minimum of 25 IDUs referred by Peer Educators will complete Peer Education Recipient interviews conducted by program staff.	3B.1 Schedule Peer Education Recipient surveys and maintain calendar of dates, sites, and times. 3B.2 Conduct Peer Education Recipient interviews and provide appropriate referrals as needed. 3B.3 Conduct review of survey form and check for data entry accuracy and completion. Address data entry accuracy and completion errors and correct them with appropriate staff or subcontractor.	7/1/05 and ongoing 7/1/05 and ongoing 7/1/05 and ongoing	3B.1 Documents will be kept on file and number of participants documented in monthly reports to OAPP. 3B.2 Copy of recipient surveys and referral documentation will be kept on file and number of participants documented in monthly report to OAPP. 3B.3 Submit original surveys monthly to OAPP. Surveys shall be submitted by 10 working days after the end of the month.

EXHIBIT A-3
SCOPE OF WORK
07/01/05-06/30/06

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.
Goal No. 1: To reduce the risk of HIV and Hepatitis C infection among adults at high or moderate risk for HIV who are Injection Drug Users (IDUs) in Service Planning Areas (SPAs) 2, 4, 6, and 7 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1.0 By 6/30/07, at least one staff person from each of the Syringe Exchange Program (SEP) subcontractors will complete a two-day training conducted by Clean Needles Now (CNN). Subcontractor training is targeted to SEP staff who are responsible for facilitating Peer Educator training, conducting surveys with SSE Peer Educators, and conducting surveys with Injection Drug Users who were identified by SSE Peer Educators.	1.1 Review and revise subcontract agreements with Syringe Exchange Program (SEPs) agencies to include but not be limited to: program expectations and deliverables, protocols for conducting and reviewing surveys, needle stick protocol, incentives plan, data management and quality control protocols, implementation of site and client unique identifier system, invoicing, reporting, submission guidelines and timelines. Submit to OAPP for approval. Syringe Exchange Programs: Asian American Drug Assistance Program (AADAP), Bienestar Human Services, Homeless Healthcare, Minority AIDS Project (MAP), and Tarzana Drug Treatment Center.	By 7/1/06	1.1 Signed subcontract agreement and letter of approval will be kept on file.
	1.2 Review and revise certification test, train-the-trainer curriculum to include but not be limited to: client rights, confidentiality and ethics, delivering health and prevention information as per curriculum and program protocol, policies and procedures, completion of SSE program forms, cultural sensitivity, safety and awareness of environment, effective communication skills, laws and regulations. Submit to Office of AIDS Programs and Policy (OAPP) for approval.	By 7/1/06	1.2 Letter(s) of OAPP approval and materials will be kept on file.
	1.3 Schedule training sessions and maintain calendar of sites, dates, and times.	7/1/06 and ongoing	1.3 Calendar of training will be kept on file and number of staff trained documented in monthly reports to OAPP.
	1.4 Conduct training sessions and maintain sign-in sheet.	7/1/06 and ongoing	1.4 Sign-in sheets will be kept on file and number of staff trained documented in monthly reports to OAPP.
1A.0 By 6/30/07, a minimum of one staff person from each of the Syringe Exchange Program (SEP) subcontractors will score at least 80% on the subcontractor certification test.	1A.1 Administer certification test, analyze results, and submit findings to OAPP.	7/1/06 and ongoing	1A.1 Documents will be kept on file and number of participants documented in monthly reports to OAPP.

EXHIBIT A-3
SCOPE OF WORK
07/01/06-06/30/07

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.
Goal No. 1: To reduce the risk of HIV and Hepatitis C infection among adults at high or moderate risk for HIV who are Injection Drug Users (IDUs) in Service Planning Areas (SPAs) 2, 4, 6, and 7 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>1B.0 By 6/30/07, CNN program staff will observe at least 1 SSE Peer Education session conducted by each of the subcontractors.</p>	<p>1B.1 Schedule survey interview observation and maintain a calendar of sites, dates, and times.</p> <p>1B.2 Conduct survey interview observation and maintain a log of observation to include but not be limited to: staff name information, site, date, observation results, and booster training guidelines provided.</p>	<p>7/1/06 and ongoing</p> <p>7/1/06 and ongoing</p>	<p>1B.1 Documentation will be kept on file and number of staff trained documented in monthly reports to OAPP.</p> <p>1B.2 Documentation verifying completed observation will be kept on file and number of staff trained documented in monthly reports to OAPP.</p>
<p>2.0 By 6/30/07, a minimum of 30 IDU-SSEs will complete SSE Peer Educator Training.</p> <p><u>Completion of IDU-SSE Peer Educator entails completing of 1 Orientation session and 5 of an 8-module IDU-SSE Peer Educator curriculum.</u></p> <p>SSE Peer Education Training is intended to train clients to assist with the program as they work on reduction of their own risky behavior and/or maintenance of their identified risk reduction behavior. Peers may begin assisting the program only after successful completion of the peer training intervention.</p> <p>IDU-SSEs target risk groups will include: homeless adults and youth, transgender, sex workers, working adults, African Americans, Latinos, Asian/Pacific Islanders and Caucasians, women, men who have sex with men, and men who have sex with men and women.</p>	<p>2.1 Review and revise IDU-SSE recruitment materials: identification criteria, incentives plan, and program pamphlets. Recruitment materials should include but not be limited to specific commitment to: complete interviews at baseline, 3, 6 and 9 months, participating and completing Peer Educator Training, providing Health Education and Prevention services to hard-to-reach IDUs, and referring hard-to-reach IDUs for interview about IDU/SSE-delivered education and prevention. Submit to Office of AIDS Programs and Policy (OAPP) for approval.</p> <p>2.2 Schedule recruitment and maintain recruitment log including but not limited to: client locator form, recruitment sites, dates, demographic information, and materials presented.</p> <p>2.3 Review and revise program protocols, SSE Peer Education curriculum, incentives plan, certification test, and IDU-SSE contract. Curriculum to include: HIV and Hepatitis C transmission information, harm reduction, HIV counseling and testing, etc. IDU-SSE protocols and contract to include specific commitment to: client rights, confidentiality and ethics, deliver health and prevention information as per curriculum and program protocol, policies and procedures, completion of baseline, 3-month, 6-month and 9-month surveys, completion of SSE program forms, referring potential hard-to-reach IDUs to program, cultural sensitivity, safety and awareness of environment, effective communication skills, laws and regulations. Submit to Office of AIDS Programs and Policy (OAPP) for approval.</p>	<p>By 7/1/06</p> <p>7/1/06 and ongoing</p> <p>By 7/1/06</p>	<p>2.1 Letter(s) of OAPP approval and materials will be kept on file.</p> <p>2.2 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.</p> <p>2.3 Letter(s) of OAPP approval and materials will be kept on file.</p>

EXHIBIT A-3
SCOPE OF WORK
07/01/06-06/30/07

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: To reduce the risk of HIV and Hepatitis C infection among adults at high or moderate risk for HIV who are Injection Drug Users (IDUs) in Service Planning Areas (SPAs) 2, 4, 6, and 7 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
2A.0 By 6/30/07, a minimum of 30 SSE Peer Educators will complete baseline surveys.	<p>2.4 Schedule training sessions and maintain calendar of sites, dates, and times.</p> <p>2.5 Conduct training sessions and obtain sign-in sheets.</p> <p>2A.1 Schedule baseline surveys and maintain calendar of dates, sites, and times.</p> <p>2A.2 Conduct and complete baseline surveys and provide appropriate referrals as needed. Referral documentation shall include, but not be limited to: client identification information, site, date, and referral site.</p> <p>2A.3 Conduct review of survey form and check for data entry accuracy and completion. Address data entry accuracy and completion errors and correct them with appropriate staff or subcontractor.</p>	<p>7/1/06 and ongoing</p> <p>7/1/06 and ongoing</p> <p>7/1/06 and ongoing</p> <p>7/1/06 and ongoing</p> <p>7/1/06 and ongoing</p>	<p>2.4 Calendar of training will be kept on file and number of staff trained documented in monthly reports to OAPP.</p> <p>2.5 Sign-in sheets will be kept on file and number of staff trained documented in monthly reports to OAPP.</p> <p>2A.1 Documents will be kept on file and number of participants documented in monthly reports to OAPP.</p> <p>2A.2 Copy of baseline surveys and referral documentation will be kept on file and number of participants documented in monthly reports to OAPP.</p> <p>2A.3 Submit original surveys monthly to OAPP. Surveys shall be submitted by 10 working days after the end of the month.</p>
2B.0 By 06/30/07, a minimum of 30 SSE Peer Educators that score at least 80% on the SSE Peer Education certification test will be accepted as SSE Peer Educators.	2B.1 Administer certification test, analyze results, and submit results to OAPP.	7/1/06 and ongoing	2B.1 Documents will be kept on file and number of participants documented in monthly reports to OAPP.
2C.0 By 6/30/07, a minimum of 30 SSE Peer Educators will sign a contract to provide SSE Peer Educator services.	2C.1 Administer contract, obtain signatures, and maintain on file.	7/1/06 and ongoing	2C.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.
2D.0 By 6/30/07, a minimum of 22 active SSE Peer Educators will meet biweekly with program staff (CNN or CNN subcontractors) to review potential referrals for Surveys, relevant training issues, trouble-shooting, etc.	2D.1 Schedule and conduct biweekly follow-up with SSE Peer Educators. Maintain log to include: site, dates and times of follow-up, forms and training issues covered during the follow-up.	7/1/06 and ongoing	2D.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.
	2D.2 Obtain and conduct review of Weekly Outreach Report Form and Client Contact Form, and check for and address data entry accuracy and completion. Correct errors in conjunction with information clarified with IDU-SSEs. Submit original forms biweekly or monthly to OAPP.	7/1/06 and ongoing	2D.2 Completed forms will be kept on file and number of participants documented in monthly reports to OAPP.

EXHIBIT A-3
 SCOPE OF WORK
 07/01/06-06/30/07

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.
 Goal No. 1: To reduce the risk of HIV and Hepatitis C infection among adults at high or moderate risk for HIV who are Injection Drug Users (IDUs) in Service Planning Areas (SPAs) 2, 4, 6, and 7 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
2E.0 By 6/30/07, a minimum of 22 SSE Peer Educators will complete a 3-month follow-up survey.	<p>2E.1 Schedule 3-month follow-up surveys and maintain calendar of dates, sites, and times.</p> <p>2E.2 Conduct and complete 3-month follow-up surveys and provide appropriate referrals as needed. Referral documentation shall include, but not be limited to: client identification information, site, date, and referral site.</p> <p>2E.3 Conduct review of survey form and check for data entry accuracy and completion. Address data entry accuracy and completion errors and correct them with appropriate staff or subcontractor.</p>	<p>7/1/06 and ongoing</p> <p>7/1/06 and ongoing</p> <p>7/1/06 and ongoing</p>	<p>2E.1 Documents will be kept on file and number of participants documented in monthly reports to OAPP.</p> <p>2E.2 Copy of 3-month follow-up surveys and referral documentation will be kept on file and number of participants documented in monthly reports to OAPP.</p> <p>2E.3 Submit original surveys monthly to OAPP. Surveys shall be submitted by 10 working days after the end of the month.</p>
2F.0 By 6/30/07, a minimum of 19 SSE Peer Educators will complete a 6-month follow-up survey.	<p>2F.1 Schedule 6-month follow-up surveys and maintain calendar of dates, sites, and times.</p> <p>2F.2 Conduct and complete 6-month follow-up surveys and provide appropriate referrals as needed. Referral documentation shall include, but not be limited to: client identification information, site, date, and referral site.</p> <p>2F.3 Conduct review of survey form and check for data entry accuracy and completion. Address data entry accuracy and completion errors and correct them with appropriate staff or subcontractor.</p>	<p>7/1/06 and ongoing</p> <p>7/1/06 and ongoing</p> <p>7/1/06 and ongoing</p>	<p>2F.1 Documents will be kept on file and number of participants documented in monthly reports to OAPP.</p> <p>2F.2 Copy of 6-month follow-up surveys and referral documentation will be kept on file and number of participants documented in monthly reports to OAPP.</p> <p>2F.3 Submit original surveys monthly to OAPP. Surveys shall be submitted by 10 working days after the end of the month.</p>
2G.0 By 6/30/07, a minimum of 15 SSE Peer Educators will complete a 9-month follow-up survey.	<p>2G.1 Schedule 6-month follow-up surveys and maintain calendar of dates, sites, and times.</p> <p>2G.2 Conduct and complete 9-month follow-up surveys and provide appropriate referrals as needed. Referral documentation shall include, but not be limited to: client identification information, site, date, and referral site.</p>	<p>7/1/06 and ongoing</p> <p>7/1/06 and ongoing</p>	<p>2G.1 Documents will be kept on file and number of participants documented in monthly reports to OAPP.</p> <p>2G.2 Copy of 9-month follow-up surveys and referral documentation will be kept on file and number of participants documented in monthly reports to OAPP.</p>

EXHIBIT A-3
SCOPE OF WORK
07/01/06-06/30/07

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.
Goal No. 1: To reduce the risk of HIV and Hepatitis C infection among adults at high or moderate risk for HIV who are Injection Drug Users (IDUs) in Service Planning Areas (SPAs) 2, 4, 6, and 7 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
2H.0 By 6/30/06, agency will determine the proportion of persons that completed the intended number of GLI sessions.	2H.1 Collect data forms, analyze results, and submit data to OAPP.	7/1/05 and ongoing	2H.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.
2I.0 By 6/30/06, agency will determine the proportion of the intended number of GLI who were actually reached.	2I.1 Collect data forms, analyze results, and submit data to OAPP.	7/1/05 and ongoing	2I.1 Completed materials will be kept on file and data documented in monthly reports to OAPP.
3.0 By 6/30/07, a minimum of 250 hard-to-reach IDUs will participate in an outreach encounter and complete a brief HIV risk assessment conducted by SSE Peer Educators. Outreach encounter session are between 5-10 minutes in length and should include a brief risk assessment that will assist the staff to provide client-centered linked referrals to appropriate services.	3.1 Review and revise outreach protocol, referral and linked referral protocol, and brief HIV risk assessment forms, and educational pamphlets. Protocol to include but not be limited to: understanding outreach and outreach in a scientific context, engagement strategies, cultural sensitivity, safety and awareness of environment, effective communication skills, health information and demonstration strategies, confidentiality and ethics, laws and regulations, burn out prevention and the Do's and Don'ts of outreach. Submit to Office of AIDS Programs and Policy (OAPP) for approval.	By 7/1/06 and ongoing	3.1 Letter(s) of OAPP approval and materials will be kept on file.
	3.2 Schedule outreach sessions and maintain a calendar with sites, dates, and times.	7/1/06 and ongoing	3.2 Documents will be kept on file and submitted with monthly reports to OAPP.
	3.3 Conduct outreach and maintain encounter logs including but not limited to: client identification information, sites, dates, demographic information, and materials presented.	7/1/06 and ongoing	3.3 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.
3A.0 By 6/30/07, a minimum of 50 hard-to-reach IDUs will be referred to program staff by the SSE Peer Educators to participate in Peer Education Recipient interview.	3A.1 Conduct referral. Referral documentation shall include, but not be limited to: client identification information, site, date, and referral site.	7/1/06 and ongoing	3A.1 Referral documentation will be kept on file and number of participants documented in monthly reports to OAPP.

EXHIBIT A-3
SCOPE OF WORK
 07/01/06-06/30/07

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.
 Goal No. 1: To reduce the risk of HIV and Hepatitis C infection among adults at high or moderate risk for HIV who are Injection Drug Users (IDUs) in Service Planning Areas (SPAs) 2, 4, 6, and 7 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
3B.0 By 6/30/07, a minimum of 25 IDUs referred by Peer Educators will complete Peer Education Recipient interviews conducted by program staff.	3B.1 Schedule Peer Education Recipient surveys and maintain calendar of dates, sites, and times. 3B.2 Conduct Peer Education Recipient interviews and provide appropriate referrals as needed. 3B.3 Conduct review of survey form and check for data entry accuracy and completion. Address data entry accuracy and completion errors and correct them with appropriate staff or subcontractor.	7/1/06 and ongoing 7/1/06 and ongoing 7/1/06 and ongoing	3B.1 Documents will be kept on file and number of participants documented in monthly reports to OAPP. 3B.2 Copy of recipient surveys and referral documentation will be kept on file and number of participants documented in monthly report to OAPP. 3B.3 Submit original surveys monthly to OAPP. Surveys shall be submitted by 10 working days after the end of the month.

EXHIBIT B

CONTENT OF AIDS-RELATED WRITTEN MATERIALS, PICTORIALS, AUDIOVISUALS, QUESTIONNAIRES, SURVEY INSTRUMENTS, AND EDUCATIONAL SESSIONS IN CENTERS FOR DISEASE CONTROL ASSISTANCE PROGRAMS Interim Revisions June 1992

1. BASIC PRINCIPLES:

Controlling the spread of HIV infection and AIDS requires the promotion of individual behaviors that eliminate or reduce the risk of acquiring and spreading the virus. Messages must be provided to the public that emphasize the ways by which individuals can fully protect themselves from acquiring the virus. These methods include abstinence from the illegal use of IV drugs and from sexual intercourse except in a mutually monogamous relationship with an uninfected partner. For those individuals who do not or cannot cease risky behavior, methods of reducing their risk of acquiring or spreading the virus must also be communicated. Such messages can be controversial. These principles are intended to provide guidance for the development and use of educational materials, and to require the establishment of Program Review Panels to consider the appropriateness of messages designed to communicate with various groups.

A. Written materials (e.g., pamphlets, brochures, fliers), audiovisual materials, (e.g., motion pictures and

video tapes, and pictorials (e.g., posters and similar educational materials using photographs, slides, drawings, or paintings) should use terms, descriptors, or displays necessary for the intended audience to understand dangerous behaviors and explain less risky practices concerning HIV transmission.

B. Written materials, audiovisual materials, and pictorials should be reviewed by Program Review Panels consistent with the provisions of Section 2500(b), (c), and (d) of the Public Health Service Act, 42 U.S.C. Section 300ee(b), (c), and (d), as follows:

"SEC. 2500. USE OF FUNDS.

(b) CONTENTS OF PROGRAMS.- All programs of education and information receiving funds under this title shall include information about the harmful effects of promiscuous sexual activity and intravenous substance abuse, and the benefits of abstaining from such activities.

(c) LIMITATIONS.- None of the funds appropriated to carry out this title may be used to provide education or information designed to promote or encourage, directly, homosexual or heterosexual activity or intravenous substance abuse.

(d) CONSTRUCTION.- Subsection (c) may not be construed to restrict the ability of an education program that includes the information required in subsection (b) to provide accurate information about various means to reduce an individual's risk of exposure to, or the transmission of, the etiologic agent for acquired immune deficiency syndrome, provided that any informational materials used are not obscene."

C. Educational sessions should not include activities in which attendees participate in sexually suggestive physical contact or actual sexual practices.

D. Messages provided to young people in schools and in other settings should be guided by the principles contained in "Guidelines for Effective School Health Education to Prevent the Spread of AIDS" (MMWR 1988;37 [suppl. no. S-2]).

2. PROGRAM REVIEW PANEL:

A. Each recipient will be required to establish or identify a Program Review Panel to review and approve all written materials, pictorials, and proposed educational group session activities to be used under the project plan. This requirement applies regardless of whether the applicant plans to conduct the total program activities or plans to

have part of them conducted through other organization(s) and whether program activities involve creating unique materials or using/distributing modified or intact materials already developed by others. Whenever feasible, CDC funded community-based organizations are encouraged to use a Program Review Panel established by a health department or an other CDC-funded organization rather than establish their own panel. The Surgeon General's Report on Acquired Immune Deficiency Syndrome (October 1986) and CDC-developed materials do not need to be reviewed by the panel unless such review is deemed appropriate by the recipient. Members of a Program Review Panel should:

(1) Understand how HIV is and is not transmitted;
and

(2) Understand the epidemiology and extent of the HIV/AIDS problem in the local population and the specific audiences for which materials are intended.

B. The Program Review Panel will be guided by the CDC Basic Principles (in the previous section) in conducting such reviews. The panel is authorized to review materials only and is not empowered either to evaluate the proposal as a whole or to replace any other internal review panel or

procedure of the recipient organization or local governmental jurisdiction.

C. Applicants for CDC assistance will be required to include in their applications the following:

(1) Identification of a panel of no less than five persons which represent a reasonable cross-section of the general population. Since Program Review Panels review materials for many intended audiences, no single intended audience shall predominate the composition of the Program Review Panel, except as provided in subsection (d) below. In addition:

(a) Panels which review materials intended for a specific audience should draw upon the expertise of individuals who can represent cultural sensitivities and language of the intended audience either through representation on the panels or as consultants to the panels.

(b) The composition of Program Review Panels, except for panels reviewing materials for school-based populations, must include an employee of a state or local health department with appropriate expertise in the area under consideration who is designated by the health

department to represent the department on the panel. If such an employee is not available, an individual with appropriate expertise, designated by the health department to represent the agency in this matter, must serve as a member of the panel.

(c) Panels which review materials for use with school-based populations should include representatives of groups such as teachers, school administrators, parents, and students.

(d) Panels reviewing materials intended for racial and ethnic minority populations must comply with the terms of (a), (b), and (c), above. However, membership of the Program Review Panel may be drawn predominately from such racial and ethnic populations.

(2) A letter or memorandum from the proposed project director, countersigned by a responsible business official, which includes:

(a) Concurrence with this guidance and assurance that its provisions will be observed;

(b) The identity of proposed members of the Program Review Panel, including their names,

occupations, and any organizational affiliations that were considered in their selection for the panel.

D. CDC-funded organizations that undertake program plans in other than school-based populations which are national, regional (multistate), or statewide in scope, or that plan to distribute materials as described above to other organizations on a national, regional, or statewide basis, must establish a single Program Review Panel to fulfill this requirement. Such national/regional/state panels must include as a member an employee of a state or local health department, or an appropriate designated representative of such department, consistent with the provisions of Section 2.c.(1). Materials reviewed by such a single (national, regional, or state) Program Review Panel do not need to be reviewed locally unless such review is deemed appropriate by the local organization planning to use or distribute the materials. Such national/regional/state organization must adopt a national/regional/statewide standard when applying Basic Principles 1.a and 1.b.

E. When a cooperative agreement/grant is awarded, the recipient will:

(1) Convene the Program Review Panel and present for its assessment copies of written materials, pictorials, and audiovisuals proposed to be used;

(2) Provide for assessment by the Program Review Panel text, scripts, or detailed descriptions for written materials, pictorials, or audiovisuals which are under development;

(3) Prior to expenditures of funds related to the ultimate program use of these materials, assure that its project files contain a statement(s) signed by the Program Review Panel specifying the vote for approval or disapproval for each proposed item submitted to the panel; and

(4) Provide to CDC in regular progress reports signed statement(s) of the chairperson of the Program Review Panel specifying the vote for approval or disapproval for each proposed item that is subject to this guidance.

EXHIBIT C

GUIDELINES FOR STAFF TUBERCULOSIS SCREENING

1. INTRODUCTION: Tuberculosis (TB) is a contagious infection of humans transmitted largely by airborne particles containing the TB bacillus, Mycobacterium tuberculosis, produced by a person with the active disease and inhaled into the lungs of a susceptible individual. Infected individuals have a relatively low overall risk (10%) of developing active disease unless they have one of several host deficiencies which may increase this risk. Today, infection with the human immunodeficiency virus (HIV) presents the greatest risk of developing active tuberculosis disease following infection with the TB bacillus. Preventing transmission of tuberculosis and protecting the health of clients, patients, or residents and employees, consultants, and volunteers of HIV/AIDS service providers is the major goal of these guidelines.

These guidelines are based on the current recommendations of the federal Centers for Disease Control (CDC), State Department of Health Services (Tuberculosis Control Program and Office of AIDS), and were developed collaboratively by Los Angeles County - Department of Health Services, Tuberculosis Control Office and AIDS Programs.

2. POLICY: Agencies with which County contracts to provide HIV/AIDS services in non-clinical settings shall obtain and maintain documentation of TB screening for each employee, consultant, and volunteer. Only persons who have been medically certified as being free from communicable TB shall be allowed to provide HIV/AIDS services.

3. IMPLEMENTATION GUIDELINES

A. All employees, consultants, and volunteers working for an agency providing services to persons with HIV disease or AIDS and who have routine, direct contact with clients, patients, or residents shall be screened for TB at the beginning date of employment or prior to commencement of service provision and annually thereafter.

(1). If an employee, consultant, or volunteer has completed TB screening with his or her own health care provider within six months of the beginning date of employment, the Contractor may accept certification from that provider that the individual is free from active TB.

(2). For purposes of these guidelines, "volunteer" shall mean any non-paid person providing services either directly for clients, patients, or residents or as part of general duties such as

housekeeping and meal preparation and these services are provided by such individual more frequently than one day a week and/or longer than one month duration.

B. Contractor shall be provided documentation by its new employees, consultants, and volunteers proof that they have completed the initial and annual TB screenings. The documentation may include the negative results of a Mantoux tuberculin skin test or certification from a physician/radiologist that an individual is free from active TB. This information shall be held confidential.

(1) At the time of employment or prior to commencement of service provision, all employees, consultants, and volunteers shall submit to Contractor the results of a Mantoux tuberculin skin test recorded in millimeters of induration.

(a) If the tuberculin skin test is positive, the individual must be examined by a physician, obtain a baseline chest x-ray, and submit a physician's written statement that he or she is free from communicable TB.

(b) A person who provides written documentation in millimeters of induration of a prior positive tuberculin skin test need not

the person should be excused from further service provision and medically evaluated immediately.

(3). Contractor shall consult with Los Angeles County - Department of Health Services, Tuberculosis Control Office if any employee, consultant, or volunteer is shown to have converted from a negative tuberculin skin test to a positive tuberculin skin test while working or residing in its facility.

(4). Contractor whose agency or facility are in the jurisdictions of the City of Long Beach Health Department or the City of Pasadena Health Department shall consult with their local health department if any employee, consultant, or volunteer is shown to have converted from a negative tuberculin skin test to a positive tuberculin skin test while working or residing in its facility.

C. Contractor shall maintain the following TB screening documentation for each employee, consultant, and volunteer in a confidential manner:

(1) The results of the Mantoux tuberculin skin test, baseline chest x-ray (if required), and physician certification that the person is free from communicable TB obtained at the time of employment or prior to service provision;

(2) The results of the annual Mantoux tuberculin skin test or physician certification that the person does not have communicable TB; and

(3) The date and manner in which the County Tuberculosis Control Office, City of Long Beach Health Department, or City of Pasadena Health Department was notified of the following:

(a) Change in the tuberculin skin test from negative to positive;

(b) Person who is known or suspected to have a current diagnosis of TB; and

(c) Person who is known to be taking TB medications for treatment of disease only.

(4) Contractor shall develop and implement a system to track the dates on which the initial and annual tuberculin skin test results or physician certifications for each employee, consultant, and volunteer are due and received. The system shall include procedures for notifying individuals when the results of their TB screening are due.

D. Contractor is responsible for implementing an organized and systematic plan for ongoing education for its employees, consultants, and volunteers about the following:

(1) The risks of becoming infected and transmitting TB when a person has HIV disease or AIDS.

(2) The early signs and symptoms of TB which may indicate an individual should be seen by his or her physician.

(3) Ways to prevent the transmission of TB within the facility and to protect clients, patients, or residents and employees, consultants, and volunteers.

(4) The information that Contractor is required to report to the local health department.

E. Contractor may consult with the Los Angeles County - Department of Health Services, Tuberculosis Control Office at (213) 744-6151 to enlist their assistance in implementing the educational program. Those Contractors with agencies or facilities in Long Beach or Pasadena may consult with their local health department for such assistance.

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